



**CITY OF BURBANK**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

275 East Olive Avenue, P.O. Box 6459, Burbank, California 91510-6459  
[www.ci.burbank.ca.us](http://www.ci.burbank.ca.us)

**REQUEST FOR PROPOSALS**  
**SAN FERNANDO CLASS I BIKEWAY**  
**PRELIMINARY ENGINEERING AND ENVIRONMENTAL**  
**REVIEW**

**Proposals Due:**

**January 29, 2010**

**5 P.M.**

**CITY OF BURBANK**

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ADMINISTRATION  
818.238.5176  
PLANNING  
818.238.5250



BUILDING  
818.238.5220  
REDEVELOPMENT AGENCY  
818.238.5180



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818.238.JOBS

# **Request for Proposals for San Fernando Class I Bikeway Preliminary Design and Environmental Review**

## **PROJECT BACKGROUND**

The City of Burbank requests a proposal to conduct preliminary engineering for the San Fernando Bikeway. The San Fernando Bikeway is a 3 mile Class I bike path along San Fernando Blvd., Victory Place, Lake Street, and the Burbank Western Flood Control Channel in the City of Burbank, generally parallel to the Union Pacific / Metrolink Valley rail line owned by the Metropolitan Transportation Authority (Metro). The project would be constructed as a separate Class I bicycle path for much of the project length. Most of the path would be constructed in Metro-owned rail right of way adjacent to the current Union Pacific / Metrolink railroad right of way.

The project is funded through a Metro Call for Projects grant awarded to the City in 2007. This grant funds 80 percent of the project cost. A combination of local city funds and additional state grants will be used to fund the remaining 20 percent. This project is being funded by Federal Congestion Management and Air Quality (CMAQ) funds, therefore all design and construction services solicited by the City of Burbank must conform to Caltrans and Federal guidelines for design and construction procurement.

The City of Burbank is soliciting services for preliminary 30 percent design drawings of the project and a preliminary cost estimate based on this design. In addition, the City is soliciting services to produce an environmental document that analyzes the project's environmental impact. This document should satisfy requirements of NEPA as well as CEQA due to the federal funds used to construct this facility. It should be noted that a categorical exclusion (NEPA) and/or a statutory exemption (CEQA) may apply to Class I bikeway projects.

While this project is a standalone project, its design and implementation must be carefully coordinated with the adjacent Interstate 5 HOV / Empire Avenue Interchange project and a planned railroad grade separation at Buena Vista Street and San Fernando. These two projects are being designed now, and the design of the San Fernando Bikeway will take these larger projects into account. The consultant selected to carry out these design services will be provided with copies of 95 percent construction plans for the Caltrans project and 30 percent construction plans for the railroad grade separation project. In addition, a number of City utilities will be relocated in the area as part of these two large projects. The City will provide 100 percent plans of these utility relocations to the successful consultant.

## **DETAILED PROJECT DESCRIPTION**

A detailed description of the project is attached to this RFP as Attachment A. This attachment is a copy of the Metro Call for Projects Application and Project Study Report Equivalent (PSRE). It includes details and maps of the proposed bikeway routing, right of way requirements,

structure requirements, and other information. It also includes a conceptual alignment map and cross section developed as part of the project feasibility. Design services are being requested for the following broad components:

1. Class I Bike Path – this path extends from Cohasset Street to Lake Street along San Fernando Boulevard and Victory Place in Metro-owned railroad right of way. As part of the railroad grade separation at Buena Vista Street and San Fernando (separate project) the railroad tracks will be elevated in this area and relocated to the east side of the railroad right of way. The remaining right of way will be used for the bike path. South of Burbank Boulevard, the Class I path will continue along the Burbank Western Flood Control Channel between Burbank Boulevard and Magnolia Boulevard.
2. Railroad Freight Spur Bike Path Underpasses. At the southern end of the bike path along Burbank Western Channel, the bike path must cross under two railroad freight spurs. Structures will need to be designed to carry the bike path under these spurs.
3. Modification of Hollywood Way / San Fernando Overpass bridge deck – At the north end of the bike path, the path will need to share the existing San Fernando overpass with Hollywood Way. This will be accomplished by shifting the San Fernando roadway cross section to provide width on the east side of the bridge to accommodate the bike path.
4. Modification of New Victory Place / Empire Avenue overpass bridge deck – the current intersection of Victory Place and Empire Avenue will be grade-separated as part of the Caltrans I-5 HOV project. This bridge deck is currently being designed for five travel lanes, although the City anticipates only needing width for four travel lanes at this location. The remaining bridge deck will be used for the San Fernando Bikeway. Consultant will be asked to take the current Caltrans design plans for this bridge and modify them to accommodate the bikeway. If construction time schedules permit, Caltrans' bridge deck design could be slightly modified and incorporation of the bikeway included in the Caltrans project.
4. Modification of Victory Place / Metrolink Coast Line railroad Underpass – This Victory Place roadway and sidewalk cross section will need to be modified to accommodate a shared bike path / pedestrian sidewalk along Victory Place where it crosses the Metrolink Coast Line just north of Lake Street. It is expected that this will be accomplished by modifying the retaining walls on the east side of Victory Place and by changing the cross section of the street to remove a travel lane on southbound Victory Place. It is recognized that there will be a constrained portion of the bikeway at the underpass bridge pier.
5. Lake Street Class III Segment – A Class III Bike Route is proposed to connect the southern end of the Class I path that terminates at Victory Place / Lake Street with the northern portion of the Class I path that begins at Burbank Boulevard and the Burbank Western Channel. This segment should be designed to safely transition bike path users to an on-street facility including appropriate signage and pavement markings.

6. Bike Path Crossings – The bike path will be required to cross existing streets at the following locations: Buena Vista Street, driveway at the Burbank Animal Shelter, Magnolia Boulevard Frontage Roads. These locations should be designed to safely transition bikeway users across these facilities.

Further details of these project components is described and illustrated in Attachment A.

## **SCOPE OF REQUIRED SERVICES**

### **A. PROJECT DESCRIPTION**

The Consultant will be responsible for accomplishing the following tasks in accordance with any and all applicable local, state, and federal guidelines and laws, and organized according to a logical sequential process.

#### **Task 1: Project Management**

The City of Burbank shall be the lead agency for this project, and will coordinate project management through the Planning and Transportation Division of the Community Development Department. However, this project will require multi-jurisdictional cooperation with other agencies managing the adjacent freeway widening and railroad overpass project. Other agencies will be provide necessary input on project design including City of Burbank Public Works staff, Metrolink, Metro, Los Angeles County Department of Public Works, Union Pacific, and Caltrans. Consultant should show demonstrated ability to interface with multiple agencies. The project is being constructed on local rights of way and is therefore not subject to a Project Study Report. The Consultant shall be expected to interface both locally with City of Burbank Staff and other affected agencies as necessary, as well as to participate in discussions and presentations with the wider design team at periodic project milestones. In order to ensure a timely progression of the project from inception to final deliverable, the following activities should be anticipated as the project progresses:

##### **1) Project Kick-off Meeting**

Consultant shall schedule and conduct a project kick-off meeting within four weeks of Notice to Proceed (NTP). Consultant shall contact all members of the Project Development Team (PDT) to coordinate the scheduled meeting date. A meeting notice, agenda, and meeting minutes shall be prepared for the kick-off meeting.

##### **2) PDT Meetings**

Consultant shall coordinate and attend PDT meetings with City of Burbank staff and stakeholder representatives as necessary. Meeting summaries shall be prepared by the Consultant at each meeting and distributed to the project manager and other attendees at each meeting. An Action Item list and a status of project deliverables shall be updated on an ongoing basis and be made available at each PDT meeting.

### 3) Project Schedule

Consultant shall, within 4 weeks of NTP, provide a detailed project baseline schedule, indicating milestones, major activities, and deliverables, to the City of Burbank for review and comment. Consultant shall update the schedule as required.

### 4) Monthly Progress Reports

Consultant shall prepare brief progress reports to record ongoing progress with the project and to support invoices submitted to the City for payment. Reports shall include tasks accomplished for the month, deliverables finished, anticipated progress for the next month, pending issues and schedule completion target dates.

### 5) Quality Control

Consultant shall ensure all design calculations, deliverables, and other work are independently verified to ensure accuracy. Exhibits and Plans should be checked, corrected, and back-checked for accuracy and completeness. Roadway design should be in accordance with Caltrans Highway Design Manual and City of Burbank requirements. Railroad and rail bridge conceptual design shall be in accordance to California Public Utilities Commission, Union Pacific Railroad, MTA, and SCRRRA standards.

### 6) Project Deliverables and Formats

All work products should be delivered in file or data formats compatible with City of Burbank systems. Written reports and summaries should be provided in Adobe PDF and Microsoft Word electronic format. Base Maps including utility, right-of-way, and other investigations should be provided in Adobe PDF format. Underlying data should be provided in ESRI shapefile format, and/or AutoCAD format georeferenced to appropriate projection and datum to allow import into a GIS system. The 30 percent design documents should be provided in Adobe PDF and AutoCAD format. AutoCAD files should be georeferenced to allow import into a GIS system. The City's preferred data projection and datum is State Plane, North American Datum 1983 (NAD83), California Zone 5. Four (4) hardcopies of final reports or studies shall be provided for each project milestone.

## Task 2: Field Survey and Data Collection

Consultant shall conduct a detailed field survey to record existing conditions in the project study area. This will include inventory of existing facilities including but not limited to roadways, existing and future railroad track configurations, irrigation and flood control facilities, utilities, drainage, track elevation of existing railroad spurs, and existing land use including general land parcel information along the project corridor including city-owned, railroad-owned, Metro-owned, and private land parcels in the project area. With assistance from the City, Consultant will obtain final design documents for adjacent railroad grade separation and freeway projects that will affect the bikeway design. Obtain as-built plans for structures affected by the bike path including the Hollywood Way / San Fernando Blvd overpass, Victory Place / Metrolink Coast Line railroad underpass, existing railroad freight spurs at the "Burbank Y" tracks south of Burbank Boulevard, flood control channel plans, and other structures as required.

*Product: Documentation of pertinent information including photographs, mapping, schematics, field notes, as-built plans, and other required information.*

### Task 3: Right-of-Way Survey

Consultant shall research right-of-way maps and documents for mapping of the existing City of Burbank, UP/MTA/SCRRA railroad right of way, County Flood Control right of way, and private parcels that require easements for the bike path. In preparing this right-of-way information, consultant shall acquire and review land record information including but not limited to County Assessor Maps, Union Pacific records, Metro records, subdivision maps and parcel maps, Record of Survey Maps, Los Angeles County Flood Control maps, City cadastral maps, roadway surveys, and grant deeds. Based on record data, Consultant shall prepare a base right-of-way map showing all street and railroad rights-of-way and all private properties within the project limits.

*Product: Right-of-Way survey.*

### Task 4: Utility Survey

Consultant shall perform a utility search for affected utilities in the project area. Consultant shall be responsible to contact and communicate with relevant utility companies to gather information on existing and proposed utilities including, but not limited to water, electric, gas, communication, storm drain, and sewer utilities. **A detailed utility survey has already been performed as part of the railroad grade separation project at Buena Vista Street, the nearby Caltrans HOV project, and the Empire Interchange project.** Consultant shall obtain utility information from these existing surveys from Caltrans, Metrolink (via its consultant), and the City of Burbank (via its consultant) and augment this information with other utility investigations outside of the project area for these related projects. Research to augment these existing utility surveys should include both a field review and review of available as-built drawings and encroachment permits for the project area. The results of this review shall be a database of utility records indicating type of utility, owner, drawing number, and other relevant information. Consultant shall also prepare a base utilities map of the project area showing locations of all existing utilities.

*Product: Utility Database and Base Map*

### Task 5: Conceptual Design, Layout, and Cross Section

Based upon the project description and alignment identified in the Metro Call for Projects, Consultant will prepare a 5 percent conceptual design for the bike path alignment and cross section. Consultant will prepare 5 percent conceptual designs for the required structure modifications to the Hollywood Way / San Fernando overpass, Victory Place / Metrolink underpass, and required bridge structures crossing under the existing railroad freight spurs south of Burbank Boulevard. Preliminary bikeway cross sections for various segments of the

project (including on-street sections) will be designed. Basic geometric treatments will be identified for all relevant street and driveway crossings. This 5 percent conceptual design will be used to identify any environmental impacts.

#### Task 6: Other Technical Studies

Consultant shall prepare any supplemental technical studies needed to perform an environmental analysis of the project. These studies may consist of geotechnical studies, hydrology studies, hazardous materials studies, biological studies, or other information needed to perform an environmental assessment of the project. Technical studies of the adjacent freeway widening and railroad grade separation projects should be consulted to determine if information from these efforts can be used for this effort, including soils studies, phase I environmental studies, soil borings, hydrology investigations, or other research.

Caltrans has indicated in their preliminary review of this project that they require more information as to the biological impacts of the project in the area where the proposed bikeway will be located adjacent to the Burbank Western Channel. In particular, Caltrans' District 7 Biologist believes that the project could have enough impacts (proximity to channel, grubbing, earth disturbance) that they will require information on any plant species being grubbed, how close to the bank of the channel will the path, and may request that a Natural Environment Study (NES) be performed.

*Product: Supporting Technical Studies needed for an environmental review of the project.*

#### Task 7: Environmental Documentation

Consultant shall prepare an environmental document that documents any possible environmental impacts of the project. This environmental study should satisfy requirements of both CEQA and NEPA. Categorical Exclusions and/or Statutory Exemptions may be appropriate because of the project's status as a Class I bike path. This environmental document should be sufficient to meet Caltrans requirements to authorize future funding phases of the project. As part of the environmental process, Consultant should prepare appropriate Caltrans environmental forms and documentation to obtain an E-76 for the final design and right of way phases of the project.

*Product: Environmental Document satisfying CEQA and NEPA requirements, Caltrans Documentation required to process an E-76 for Final Design, and Right of Way phases.*

#### Task 8: Complete Preliminary Drawings and Cost Estimate

Consultant shall prepare preliminary design (30%) drawings for the project. Design should conform to Caltrans 1000 Highway Design Manual for Bicycle Facilities, Manual of Uniform Traffic Control Devices, and other requirements. Changes to roadway cross sections or roadway intersections should conform to applicable Caltrans and City design standards. Structural design elements shall consider requirements of relevant agencies

(Union Pacific, Metrolink LA County Public Works). Consultant shall prepare a project cost estimate based on these drawings and other investigations and studies, broken down by major cost elements for final design, right-of-way, construction, and construction management. Consideration should be given to unique construction staging requirements and requirements of outside agencies.

*Product: Design documents (30 percent) and cost estimate.*

## **B. PROJECT SCHEDULE**

The City of Burbank has established a tentative 8-month schedule to complete the work described above. As part of the response to this RFP, consultant shall propose a realistic, justifiable schedule to complete the above work in a reliable and cost-effective manner.

## **PROPOSAL REQUIREMENTS**

### **A. General Requirements**

### **B. Proposal Contents**

Proposals submitted in response to this RFP shall be in the following order and shall include:

#### **1. Executive Summary**

Include a 1-2 page overview of the entire proposal describing the most important elements of the proposal.

#### **2. Identification of the Proposer and Establishment of Proposer's Fiscal Responsibility**

Please provide the following information:

- a. Legal name and address of proposer's company
- b. Number of years proposer's company has been in business
- c. Legal form of company (partnership, corporation, joint venture, etc.) and years in business. Include documentation of all members or partners in the company structure. If a corporation, certify the company's good standing with the Secretary of State.
- d. If company is a wholly-owned subsidiary of a parent company, provide the legal name and form of the parent company.
- e. Addresses of offices that will work on this project
- f. If DBE or UDBE certified, identify certifying agency, as well as gender and ethnicity



- g. Name, title, address, e-mail address, and telephone number of the person to contact concerning the proposal
- h. State whether the proposer has filed for bankruptcy in the last ten years and provide any other relevant information showing that the proposer is financially capable of completing the project.
- i. Include all license numbers for licenses relevant to or required for this project, the names of the holders of these licenses, and the names of the agencies issuing the licenses.

### 3. Experience and Technical Competence

Please describe experience in completing studies for similar railroad grade separation or other large bridge or grade separation projects that provide evidence of experience in completing the tasks outlined in this project scope of work. List at least three successfully completed projects of similar nature. For each project, provide the name of the company and project manager, contact information for the project manager, type of work performed, and approximate dollar value of the contracts. A project currently being performed may be submitted.

### 4. Proposed Method to Accomplish the Work

Describe the proposed management and technical approach to the project and how each of these factors will be addressed in the project effort. Provide a proposed project schedule with project milestones. Include a discussion of proposed lines of communication between the project team and the proposer's consultant team.

### 5. Knowledge and Understanding of Stakeholders, Local Environment, and Relevant Laws

Describe relevant experience working with relevant project stakeholders including SCRRRA, Union Pacific, Metro, California PUC, and other local agencies in developing a multi-jurisdictional project. Describe familiarity with local, regional, and state agencies' policies and regulations, the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), geo-technical documentation requirements, geo-technical conditions in the project area, local building codes, and other design criteria. Describe experience and knowledge of applicable state and federal laws. Demonstrate familiarity with Caltrans Local Procedures Manual, Standard Environmental Reference standards, and knowledge of State and Federal project development process, especially for projects that will seek federal funds.

### 6. Project Organization and Key Personnel

- a. Describe proposed project organization, including identification and responsibilities of key personnel. Indicate role and responsibility of prime consultants and any subconsultants, including DBE and UDBE subconsultants. If applicable, indicate how local firms are being utilized to ensure a strong

understanding of state and local laws, ordinances, regulations, policies, and requirements. Indicate the extent of the commitment of key personnel for the duration of the project and furnish resumes of key personnel. Provide an indication of the staffing level for the project. RFP responses will be evaluated through consideration of the entire project team, therefore, no changes in the team composition will be allowed without prior written approval of the City of Burbank. Subconsultant letters of commitment are required.

- b. Describe the experience of the proposer's project team in detail, including the team's project manager, and other key staff members, on similar grade separation study projects. For each project, include the client's name and contact information.

#### 7. Disadvantaged Business Enterprise (DBE) and Underutilized Disadvantaged Business Enterprise (UDBE) Requirements

This project utilizes federal funds and is therefore subject to DBE and UDBE requirements. The Proposer shall be familiar with DBE requirements as defined in 49 CFR, Part 26, and will be required to submit DBE information as required under this regulation. Please refer to attached Notice to Bidders/Proposers, Disadvantaged Business Enterprise Information (Attachment B). Project contracts will include applicable DBE clauses as required by 49 CFR Part 26.

The City of Burbank has an Annual Anticipated DBE Percentage Level (AADPL) of 7.2 percent for Fiscal Year 2009/2010 as approved by Caltrans. This includes a Race Neutral level of 2.6 percent and a Race Conscious UDBE level of 4.6 percent. Proposers who can assist the City in meeting its DBE and UDBE participation level will be given consideration in the contract award process. More information about the City's DBE and UDBE goals is included as Attachment B and C.

#### 8. Previous Contracts with City of Burbank

The proposer shall submit a list of any project contract awards or amendments awarded by the City of Burbank to the proposer in the last three years. The list shall include a short description of the project, brief summary of the project scope of work, award date, completion date, City of Burbank project manager, and contract value.

#### 9. Exceptions to this Request for Proposals

The proposer shall identify whether it takes exception to this RFP, including but not limited to the City's standard Professional Services Agreement (Attachment D). If the proposer does take exception to any portion of the RFP or contract, the specific portion to which the exception is taken must be identified and explained. Any exception noted in the project proposal will be considered a waiver of any objection. Any exception noted will be considered in the evaluation process.

#### 10. Addenda to this Request for Proposals

If any addenda to this proposal are issued by the City of Burbank, proposer shall confirm receipt of any addenda received.

#### 11. Statement of Impartiality

The nature of this project requires an impartial, unbiased approach on the part of the consultant team. Therefore, this proposal shall include a statement declaring that the consultants and subconsultants are not currently, and will not, during the performance of these services, participate in any other similar work involving a third party with interests currently in conflict or likely to be in conflict with the City of Burbank's interests on this project. In addition, the Consultant will be required to certify that no member or employee of the consultant firm, or any subconsultant, is an officer, director, or employee of the City of Burbank.

#### 12. Detailed Cost Estimate

- a. Provide an estimate of the total direct and indirect costs to complete all tasks identified in the scope of work. A detailed cost breakdown shall be provided identifying: 1) the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this project, including fringe and overhead costs, 2) an estimate of all other direct costs, such as materials and reproduction costs, and 3) an estimate of sub-consultant services if needed.
- b. Cost estimates must be submitted in a separate, sealed envelope, and no information on costs shall be included in the contents of the response to RFP. The detailed cost estimate for a consultant selected for contract negotiations will be unsealed following the proposal evaluation process.

### **SUBMITTALS**

- A. Four (4) original copies of the proposal shall be submitted, having been signed by the individual or company official with the power to bind the company in its proposal. Emails or facsimile submittals will not be accepted. Due to the unnecessary paper and plastic waste generated by a typical Request for Proposals response, SUBMITTALS SHALL BE PRINTED ON PLAIN 8.5" x 11" WHITE PAPER AND SHOULD BE BOUND, IF NECESSARY IN SIMPLE PLASTIC BINDING OR STAPLED. Folded 11" x 17" sheets for any maps or diagrams are permitted. Proposals, including fee proposals, shall be submitted to:

David Kriske, Principal Planner  
City of Burbank Community Development Department

275 East Olive Avenue  
PO Box 6459  
Burbank, CA 91510-6459  
(for US Postal Mail and UPS mailings)

150 North Third Street  
Community Services Building, 2<sup>nd</sup> Floor  
Burbank, CA 91502  
(for Federal Express or overnight service)

- B. Proposals are to be submitted in sealed packages with the following information clearly marked on the outside of each package:
1. Name of proposer
  2. Project title
  3. One original, detailed cost estimate shall be submitted in a separate, sealed envelope. The name of the proposer, the project title, and "Cost Proposal" shall be clearly written on the sealed envelope.
- C. Failure to comply with the requirements of the RFP may result in disqualification. The City of Burbank is not responsible for finding, correcting, or seeking correction of any errors or ambiguities in proposals. Errors and ambiguities may result in a proposal receiving a lower score during the evaluation process. The City of Burbank reserves the right to disqualify a proposal with mathematical errors, gross clerical errors, inconsistencies, or missing information which prevents the proposal from being fully evaluated. The City of Burbank may, at its discretion, seek clarification from a proposer regarding information contained in a proposal. Any errors or ambiguities contained in proposals will be interpreted in favor of the City of Burbank.
- D. Proposals or modifications to proposals received after the due date specified above will not be considered.

#### **ADDITIONAL CONSULTANT REQUIREMENTS**

The following information is not required for the project submittal, but the selected consultant must provide the requested information upon selection. Additionally, the commencement of work for the selected consultant would be expedited if the information is provided in conjunction with the initial submittal.

- A. Evidence of California Worker's Compensation Insurance with Statutory Coverage and Employers' Liability limits meeting all State minimum requirements. A Waiver of

Subrogation Endorsement in the City's favor will be required from the insurer of the successful bidder.

- B. Evidence of General and Automobile Liability Insurance providing at least \$1,000,000 combined single limit per occurrence for bodily injury and property damage including the City, its officers, agents and employees are to be named as additional insured. The City must also be named additionally insured with a separate endorsement on the General Liability insurance.
- C. Evidence of \$1,000,000 of Professional Liability Insurance (errors and omissions coverage).

### **PRESUBMITTAL ACTIVITIES**

All questions relating to this RFP must be received in writing via email only no later than 5 p.m. on January 25, 2010. Questions may be addressed to:

David Kriske, Senior Planner  
City of Burbank Community Development Department  
Email: [dkriske@ci.burbank.ca.us](mailto:dkriske@ci.burbank.ca.us)

A web page has been created to disseminate information regarding this RFP. The address is:

<http://www.ci.burbank.ca.us/index.aspx?page=900>

Responses to all questions received concerning the RFP will be posted on the web page listed above on an ongoing basis. All responses and all timely questions received concerning this RFP will be posted at least three days prior to the proposal due date. It is the responsibility of the RFP responders to check the project web page for questions and responses related to this RFP.

The City of Burbank reserves the right to revise the RFP prior to the date that proposals are due. Revisions to the RFP shall be posted on the RFP web page (listed above) at least one full business day prior to the deadline for proposals. It is the responsibility of any responder to the RFP to check this web page for any revisions to the RFP.

### **EVALUATION CRITERIA**

The City of Burbank will establish a consultant evaluation committee for this project which will include representatives from the City and may potentially include members from participating agencies. Based upon the proposals submitted, the evaluation committee may establish a short-list of qualified firms for the project and make final selection from this list. The City of Burbank may, at its discretion, make final consultant selection upon evaluation of the written proposals without creating a short-list or other pre-selection activity. The committee may or may not interview candidates for this RFP. Based upon appropriate evaluation factors, the committee will rank the qualified finalists.

Submitted RFP responses will be evaluated for the ability to respond the project scope based on the following general criteria:

A. Project Experience with Similar Kinds of Work

Qualified consultants will have a combined experience in designing both bike path facilities as well as more generalized bridge design experience due to the required new and modified bridge structures that must accommodate the bike path. Other consideration will be given to firms with experience coordinating with multiple jurisdictions and have familiarity with requirements of LA County Public Works, Metrolink, and Union Pacific. Submittals should detail prior work experience with references as described in the Proposal Requirements of this RFP.

B. Project Understanding, Proposed Methodology and Approach to Scope of Work

Qualified consultants must demonstrate the ability to carry out the project by meeting all of the proposal requirements outlined in the Project Scope of Required Services. Clear and detailed proposals should show a good understanding of the project and should describe a clear approach to meeting each of the project requirements. Proposal shall also demonstrate a willingness to comply with standard contract requirements for federal projects.

C. Staff Qualifications

Qualified consultants will demonstrate appropriate qualifications to perform the required work outlined in the Scope of Services. Project staff qualifications include a combination of experience, education, and background in management, transportation, civil, and/or industrial engineering, and organizational development. Specific qualifications will include experience with the design of bike paths and other transportation facilities.

D. Other Criteria

Qualified consultants will demonstrate abilities in additional areas including capability of developing innovative or advanced techniques, familiarity with state and federal procedures, financial responsibility, and demonstrated technical ability.

**SCHEDULE FOR NOMINATION, SELECTION, AND AWARD**

The City of Burbank anticipates that the consultant selection process will occur over a three-month period, with RFP advertising and response occurring over a four-week period, and RFP selection, approval, and contract negotiations and approvals occurring over an additional four-week period. A tentative schedule is as follows:

Advertise and Issue RFP	December 28, 2009
Proposal Due Date	January 29, 2010
Selection and Intent to Award	February 15, 2010
Contract Approval	March 23, 2010
Notice to Proceed	March 26, 2010

### **SPECIAL CONDITIONS**

- A. The information provided will be used to evaluate the qualifications of each proposing organization. Material submitted in response to this RFP becomes a part of the project record and thus may be subject to public review.
- B. The City of Burbank reserves the right to reject any and all proposals submitted, and is not liable for any pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by any responder to this RFP in preparing the proposal, submitting the proposal to the City, negotiating with the City on any matter related to the proposal, or any other expenses incurred (if any) prior to the date of award of any agreement. The City shall not, in any event, be liable for any pre-contractual expenses incurred by a responder to this RFP.
- C. City staff will review all proposals received.
- D. Any subsequent changes in the RFP from the date of issuance to the date of submittal will result in an addendum by the City of Burbank.

### **ATTACHMENTS TO THIS RFP**

- A. 2007 Metro Call for Projects Application showing Project Description and Maps
- B. Notice to Bidders / Proposers – Disadvantaged Business Enterprise Information
- C. Standard Agreement for Subcontractor / DBE Participation
- D. City of Burbank Draft Professional Services Agreement

## **ATTACHMENT A**

### **Metro 2007 Call for Projects Application and Project Study Report Equivalent (PSRE)**

**NOTE:** Exhibits E1 and E2 of the PSRE showing Project Alignments are included in a separate PDF file due to file size. Please see the project website at:

<http://www.ci.burbank.ca.us/index.aspx?page=900>

to download these files.



# APPLICATION CHECKLIST:

Application is not complete unless two (2) hard copies of each of the following are included. Incomplete applications may be disqualified from the evaluation. Do not submit spiral or machine bound applications.

- ☐ Part I – Project General Information (pages 28 - 35)
- ☐ Non-Disclosure Agreement (see pages 32 - 33)
- ☐ Part II – Project Financial Plan (pages 36 - 38)
- ☐ Part III – Project Modal Category Information (see applicable section)
- ☐ Thomas Brothers Map - Project location map attached (8.5" x 11")
- ☐ Application certified and signed by a person duly authorized to sign for the organization (city manager, general manager, executive director, or high ranking officer)

## APPLICATION DEADLINE

ALL HARD COPY APPLICATIONS MUST BE RECEIVED BY 4:00 PM, FRIDAY, JANUARY 26, 2007. NO POSTMARKS WILL BE ACCEPTED. NO FAX OR E-MAIL APPLICATIONS WILL BE ACCEPTED.

Submit two (2) copies of each application to Metro by mail at the following address:

Metro  
One Gateway Plaza MS 99-23-1  
Los Angeles, CA 90012  
ATTN: CALL FOR PROJECTS – HEATHER HILLS

Or

Submit two (2) copies of each application to Metro in person at the following address:

Metro  
One Gateway Plaza, Parking Level P1 Mail Room  
Los Angeles, CA 90012  
ATTN: CALL FOR PROJECTS – HEATHER HILLS

Metro Use Only

Project # \_\_\_\_\_

Mode: \_\_\_\_\_

Area: \_\_\_\_\_

## PROJECT FUNDING APPLICATION

NOTE TO APPLICANT: Each individual project must be submitted as one application. A complete application consists of three parts: I-General, II-Financial, and III-Modal. Two (2) copies of a complete application are required. Do not submit spiral or machine bound applications. Project Study Reports (PSR) Project Study Reports/Project Development Support (PSR/PDS) or a Project Study Report Equivalent (PSRE) whichever is applicable, plans, brochures, or other literature will not be accepted in lieu of a completed Metro application. All questions must be answered.

☞ *Prior to filling out this application, be sure to review the Call for Projects “New and Important Program Requirements” found on page 2 of this Application Package.*

### PART I - GENERAL PROJECT INFORMATION

1. PROJECT TITLE (Do not exceed 60 characters, including spaces - for use on all Metro summary listings):  
**San Fernando Bikeway**
2. PROJECT SPONSOR:  
Lead Agency Name/Address: **City of Burbank**  
**= 275 East Olive Avenue, P.O. Box 6459, Burbank, CA 91510-6459**  
Contact Person Name & Title: **David Kriske, Senior Planner**  
Phone # and Fax #: **818.238.5269**                      **818.238.5254 (f)**  
e-mail: **dkriske@ci.burbank.ca.us**

\* Please note that the designated “Contact Person” is the only contact point for all Call for Projects communications from Metro. All Metro correspondence, questions, inquiries soliciting clarification of information contained in applications, etc., will be directed to the identified contact person. Therefore, if the above designated contact person no longer functions in this capacity (i.e., vacation, illness, etc.), it is the responsibility of the project sponsor to contact both the modal lead and overall leads (see page 21) with the newly designated person who will function as the liaison between Metro and the Project Sponsor.

(continued on next page)

3. MODAL CATEGORY (select ONE only and include Part III of application beginning on page indicated):

Applicant's Priority within Category

- |   |                            |
|---|----------------------------|
| <input type="checkbox"/> Regional Surface Transportation Improvements (Page 39)   | Priority No. __ of __      |
| <input type="checkbox"/> Signal Synchronization & Bus Speed Improvements (Pg. 50) | Priority No. __ of __      |
| <input type="checkbox"/> Transportation Demand Management (Page 66)               | Priority No. __ of __      |
| <input checked="" type="checkbox"/> Bikeway Improvements (Page 80)                | Priority No. <b>1 of 1</b> |
| <input type="checkbox"/> Pedestrian Improvements (Page 92)                        | Priority No. __ of __      |
| <input type="checkbox"/> Transit Capital (Page 102) Priority No. __ of __         |                            |
| <input type="checkbox"/> Transportation Enhancement Activities (Page 116)         | Priority No. __ of __      |
| <input type="checkbox"/> Supplemental Funding Application (Page 134)              | Priority No. __ of __      |



If this application is part of a multi-modal application, and separate applications are being submitted in other modal categories, please indicate below by checking which mode(s).

- ☐ Regional Surface Transportation Improvements
- ☐ Signal Synchronization & Bus Speed Improvements
- ☐ Transportation Demand Management
- ☐ Bikeway Improvements
- ☐ Pedestrian Improvements
- ☐ Transit Capital
- ☐ Transportation Enhancement Activities

4. PROJECT DESCRIPTION SUMMARY (Do not exceed 180 characters, including spaces - for use on all Metro agenda items and reports):

**Implement a Class I Bikeway along San Fernando Blvd, Victory Place and Burbank Western Channel between Cohassett Street and the Downtown Burbank Metrolink Station.**

5. PROJECT LOCATION & LIMITS OR SERVICE AREA

**The project is located on the west side of MTA railroad right of way along San Fernando Blvd between Cohassett Street and Lincoln Street and Victory Place between Lincoln Street and Lake Street, then via Lake Street between Victory Place and Burbank Boulevard, then via the Burbank Western Channel between Burbank Boulevard and Magnolia Boulevard, and adjacent to the west side of MTA right of way between Magnolia Boulevard and the Downtown Burbank Metrolink Station in the City of Burbank.**

6. TOTAL PROJECT EXPENSES: **\$7,200,000**  
(From Part II, Line 17 - In thousands (\$000) and in FY 2006-07 dollars)
7. TOTAL FUNDING REQUESTED: **\$1,440,000**  
(From Part II, Line 38 - In thousands (\$000) and in FY 2006-07 dollars)
8. FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM (FTIP) QUESTIONS:
- Has this project or any component of it previously received funding from previous Metro Call for Projects (CFP)? ☐ Yes ☒ No
  - If yes, what is the CFP Number ID #? \_\_\_\_\_
  - Has this project or any component of it previously received funding from Federal Earmark or State Earmark? ☐ Yes ☒ No
  - If yes, what is the Earmark ID #? \_\_\_\_\_
  - Is the project in the 2006 Regional Transportation Improvement Program (RTIP)? \_\_\_\_  
☐ Yes ☒ No
  - If yes, what is the RTIP ID # \_\_\_\_\_
9. PROJECT READINESS

As indicated under the New Program Requirements of this 2007 Call for Projects Application Package, "Project Readiness" will be a factor in determining whether a project application continues through the Metro Call for Projects evaluation process. It is important that applicants provide accurate and complete information in this section. Should a project sponsor be awarded funds in the 2007 Call for Projects, during the subsequent Recertification process for the first year of funding, Metro staff may contact the successful project sponsor to determine whether the project is ready to enter into an MOU, LOA, or Transit LOA with Metro. Should a project NOT be ready it could result in the project being cancelled by Metro. It is therefore important that applicants carefully evaluate project readiness prior to applying in the Call.

Provide any evidence that project funding will result in a timely completion including the following information:

- Describe how the schedule provided is realistic to enable project completion based on the years funding is requested in the Part II Project Financial Plan of this application, and is consistent with the above schedule and Metro's or the State/Federal Lapsing Policies (See Appendix C).

**This project proposes a reasonable schedule and is in conformance with the various lapsing policies listed in Appendix C. In particular, if the project is awarded funding in January 2008, the city is committed to beginning design activities by July 2008 which is within 6 months of project start date. In addition, the City will begin construction within the 9-month window following design completion in May 2010, and will complete the project within 36 months of the award of construction funds in October (FY 2010-2011).**

- List all owners of the right-of-way where the project is to be constructed. Are there any future plans for the right-of-way that might affect the project?

**The following agencies own right of way that will be needed for this project:**

**City of Burbank**

**Metro**

**Union Pacific**

**Los Angeles County (Flood Control Channel)**

**1 private land owner**

- Does the project require the use of a Metro-owned right-of-way? If so, indicate if applicant has secured Metro's approval to use the right-of-way, and the Metro staff person's name with which this issue has been discussed.

**Yes. The City has not secured Metro's approval of use of this right-of-way. This application uses right-of-way assumptions that match an approved and constructed project in the City of Los Angeles in the same right of way. If grant funds are awarded, the City of Burbank, Metro, and Metrolink will need to finalize all right of way assumptions for this project.**

- Identify all other agencies or organizations that are active participants in this project. Indicate how their involvement is required in order to implement this project. List the names and phone numbers (if possible) of representative from these agencies.

**The City of Burbank is the sole responsible agency for this project.**

- Are there any adjacent jurisdictions, agencies, property owners, etc., who would be impacted by the proposed project? If yes, please list and describe outreach efforts, dates, participants and any results/issues that could impact the project's schedule.

**City of Los Angeles – is constructing an extension of this project in LA City Limits. City has consulted with LA City Bikeways staff to ensure projects are compatible**

**Metro – railroad right of way owner. Metro must approve use of right of way before project can be constructed. Collaborative meeting held between Metro staff to discuss proposal and potential impacts. Decision to allow bikeway project on Metro property will determine if project can be implemented**

**Metrolink – railroad operator in required right of way. Project plans take into account major railroad relocations in the corridor. Metrolink staff has reviewed conceptual plans and has given a preliminary approval to continue with design work. No final approval has been given.**

**Union Pacific – owner of a small orphan parcel near Burbank Western Channel and will approve two grade separation requests (bikeway to proceed under railroad. UP will likely require purchase of small orphaned parcel to proceed with project. Costs for this acquisition have been**

**factored into cost estimate. Grade separation approval will occur via UP's standard request procedures.**

**Private Landowner – easement will need to be negotiated for a small parcel near Burbank Western Channel. No outreach has been conducted, however, parcel is of little value to landowner and issuance of an easement is likely.**

- Indicate the proposed project schedule below by filling in estimated (or already completed) dates for the project activities listed below. Please indicate any milestones that are complete or in progress.

Activity	Date
Feasibility Study .....	January 2007
Operational Plan .....	
Start of Environmental Documentation .....	October 2007
Community Meetings or Other Forums .....	
<i>(please list below)</i>	
N/A	
Draft Environmental Document .....	October 2008
Final Environmental Document .....	January 2009
Governing Board Approval .....	January 2009
<i>(please provide name of governing board below)</i>	
City of Burbank City Council	
Begin Design Engineering .....	July 2008
Completion of Plans, Specifications, and Estimates .....	May 2010
Start of Right-of-Way Acquisition.....	November 2009
Right-of-Way Certification .....	May 2010
Ready to Advertise .....	October 2010
Start of Construction (Contract Award) .....	February 2011
Project Completion .....	August 2012
Other .....	

## 10. NON-DISCLOSURE AGREEMENT (ATTACH):

Please be advised that you are being asked to provide an executed non-disclosure agreement prior to delivery of particular Metro data you may request from Metro in order to complete your 2007 Call for Projects Application. This new program requirement is necessary because of potential security concerns related to the uncontrolled release of the Metro information. Metro's current policies protect certain categories of data from release without a non-disclosure agreement, which limits the use of the data to preparation and submission of your 2007 Call for Projects Application.

Once the application process is completed, if your application is not approved, you ~~will be asked~~are to return the data received in conjunction with the non-disclosure agreement. If your application is approved, you will be permitted to retain the data through completion of the project and then ~~asked~~ to return the data. The disclosure statement can be found on page 33 of the 2007 Call for Projects Application.

Thank you for your cooperation with this effort.

### PROCEDURE FOR REQUEST FOR INFORMATION/DATA DISCLOSURE

1. E-mail data request to: RMC@Metro.net; Subject of e-mail request should refer to the "2007 Call for Projects Data Request" Be sure to include the following:  
Contact Person (First, Last, Title)  
Company Name  
Address, City, Zip  
Phone #; Fax #; E-mail  
Description of Information/Data Requested  
— include in the description "2007 Call for Projects Data Request"
2. When information/data is available, project applicant will receive an e-mail or a letter stating "The documents responsive to your request are now available for pickup in the Records Management Center (RMC), which is located on the Plaza Level of Metro Gateway Building (One Gateway Plaza, Los Angeles, 90012) between 8:00 a.m. and 4:30 p.m.
3. Project applicant can either fax 213-922-2389, or hand deliver the Non-Disclosure Agreement (next page) to METRO RMC. Information/data will not be delivered prior to receipt of signed Non-Disclosure Agreement. ~~Agreement can be e-mailed to address in Step 1 and/or hand delivered to address indicated in Step 2.~~
4. METRO RMC will then ~~e-mail or~~ make the data available for pickup by project applicant at address indicated in Step 2.

Project applicants with questions regarding this procedure should contact the following Records & Information Coordinators; Charlene Aguayo at 213-922-2342 or Robert Burgos at 213-922-4880~~Joe Parise, Records Management Supervisor, at (213) 922-2333.~~



## Non-Disclosure Agreement

To Whom It May Concern:

The Los Angeles County Metropolitan Transportation Authority (MTA) asserts a business confidentiality claim covering all data and information contained in records/documents/data described herein. The MTA considers all of the information being provided herein to constitute MTA owned documents that are also security sensitive documents that affect the public's safety.

No such data and information shall be disclosed to any third party other than to a contractor, subcontractor, consultant, subconsultant or agent deemed necessary for the completion of the company's purpose in this transaction with the MTA, for which these records/documents/data have been disclosed, and shall not be duplicated in any manner, in whole or in part, without prior written permission from the MTA.

Any subcontractor, subconsultant or agent that is intended to receive MTA records/documents/data described herein shall also execute a non-disclosure agreement with MTA's Records Management Center (RMC) located in the Plaza Level of MTA headquarters building, prior to receiving copies of the documents.

This Nondisclosure Agreement does not authorize any recipient of MTA records/documents/data to retain any MTA records/documents/data in any company, personal or public database of any kind. At no time, are you authorize to release the records/documents/data to any member of the media without MTA's prior written permission.

Any unauthorized disclosure of the records/documents/data contrary to the terms of this agreement, may result in civil or criminal legal action against your company or any officer, employee, agent, contractor, consultant, subcontractor or sub consultant, by the MTA or any other appropriate enforcement agency.

In pursuing legal action, the MTA is entitled to seek any remedies permitted by the law. By executing this agreement you agree to indemnify and hold harmless the MTA for any and all damages that arise from the unauthorized disclosure. If you are found guilty of violating this agreement, you agree to defend the MTA in any action brought against it as a result of the release records/documents/data. You also agree that all records/documents/data, regardless of the format provided, shall be returned to the MTA upon submittal of the 2007 Call for Projects application on January 26, 2007.

The MTA hereby provides the records/documents/data set forth in Attachment One in accordance with the terms of this non-disclosure agreement. By executing this agreement you agree to all terms and conditions herein.

Sincerely,

---

2007 Call for Projects Applicant

---

Date

Concurrence:

---

MTA RMC Designee

---

Date



PART II. PROJECT FINANCIAL PLAN (ATTACH):

Complete and attach the financial plan for the project, pages 36-38. Clearly identify all funding sources as either COMMITTED or UNCOMMITTED. Project Sponsors should note that if their application is awarded funding, all local match funding will be escalated accordingly and considered committed. All figures must be in THOUSANDS (\$000) and reflect FY 2006-07 DOLLARS.

The amount of local funds available through the 2007 Call for Projects will be limited. Therefore, federal and state funds represent the majority of the available funding. Any project sponsor monies spent on environmental document preparation, and/or preliminary engineering will be considered as contribution to the 20% (35% RSTI) Local Match requirement. This provision only applies to monies spent on environmental documentation preparation and preliminary engineering within three (3) years prior to Metro Board adoption of the 2007 Call for Projects scheduled for July 2007.

If the applicant is exercising the option stated above, a person duly authorized to sign for the organization (city manager, general manager, executive director, or high ranking officer) must sign below:

Notwithstanding my declared Local Match, as indicated in Part II-Project Financial Plan of this application, I understand that I will be required to submit additional hard match if awarded federal and state funding in future years.

---

Signature

---

Date

---

Title

PART III. MODAL CATEGORY INFORMATION (ATTACH):

Complete and attach the project information applicable to the modal category selected in Question No. 3 (Page 29).

CERTIFICATION:

A person duly authorized to sign for the organization (city manager, general manager, executive director, or high ranking officer) must sign and certify the application.

The applicant is responsible for meeting the terms and conditions of Metro Board project approval, local match requirements, and the stipulations contained within the standard Memorandum of Understanding (MOU), Letter of Agreement (LOA), State Transportation Improvement Program (STIP) LOA, or Transit LOA.

I attest to the fact that the data submitted herein is true and accurate to the best of my knowledge, and that the project will be designed, operated, and maintained to maximize safety:

---

Signature

---

Date

---

Title

Co-sponsors: (If applicable)

---

Signature/Title

---

Date

---

Signature/Title

---

Date

**PART II: PROJECT FINANCIAL PLAN**

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
2007 CALL FOR PROJECTS

**Project Title:** \_\_\_\_\_ San Fernando Bikeway  
**Project Sponsor:** \_\_\_\_\_ City of Burbank

**1. PROJECT FINANCIAL EXPENSES**

**NOTE: INDICATE ALL AMOUNTS IN THOUSANDS (\$000) AND IN FY 2006-07 DOLLARS. METRO WILL ESCALATE ACCORDINGLY.**

PROJECT EXPENSES *		FY 2007-08 (\$000)	FY 2008-09 (\$000)	FY 2009-10 (\$000)	FY 2010-11 (\$000)	FY 2011-12 (\$000)	FY 2012-13 (\$000)	TOTAL (\$000)
<b><u>CAPITAL EXPENSES:</u></b>								
1	Design and PS&E .....		\$461					\$461
2	Construction .....				\$2,419	\$2,419		\$4,838
3	Construction Engineering .....				\$300	\$300		\$599
4	Right-of-Way Acquisition or Lease .....		\$270					\$270
5	Equipment Purchase or Lease (e.g. computers) .....							
6	Vehicle Purchase or Lease .....							
<b><u>OPERATING EXPENSES:</u></b>								
7	Administration/Management .....							
8	Operating Costs .....							
9	Maintenance .....							
10	Marketing .....					\$92		\$92
<b><u>OTHER EXPENSES (Specify):</u></b>								
11	_____							
12	_____							
13	_____							
14	_____							
15	_____							
16	Project Contingency (20%)		\$92		\$424	\$424		\$940
17	<b>TOTAL PROJECT EXPENSES</b>		\$823		\$3,142	\$3,234		\$7,200

10/12/06

\* List only expenses to be incurred in the completion of the Scope of Services of the project for which you are applying for funding. Expense categories are not applicable for all projects. Project management/administration expenses are capped at a maximum of 10% of total project cost.

PLEASE INDICATE THE AMOUNT AND YEARS IF YOU WILL REQUIRE ADDITIONAL FUNDING IN LATER YEARS FOR THIS PROJECT.

**PART II: PROJECT FINANCIAL PLAN**

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

2007 CALL FOR PROJECTS

Project Title: \_\_\_\_\_ San Fernando Bikeway

Project Sponsor: \_\_\_\_\_ City of Burbank

**2. PROJECT FUNDING SOURCES**

[OTHER THAN FUNDING REQUESTED UNDER THIS CALL FOR PROJECTS]

**NOTE: INDICATE ALL AMOUNTS IN THOUSANDS (\$000) AND IN FY 2006-07 DOLLARS. METRO WILL ESCALATE ACCORDINGLY.**

<b>ALL EXISTING PROJECT FUNDING SOURCES *</b> [OTHER THAN FUNDING REQUESTED UNDER THIS CALL FOR PROJECTS]		<b>Indicate if Committed or Uncommitted</b>	<b>FY 2007-08 (\$000)</b>	<b>FY 2008-09 (\$000)</b>	<b>FY 2009-10 (\$000)</b>	<b>FY 2010-11 (\$000)</b>	<b>FY 2011-12 (\$000)</b>	<b>FY 2012-13 (\$000)</b>	<b>TOTAL (\$000)</b>
18	Federal Monetary (Specify): _____								
19	_____								
20	_____								
21	State Monetary (Specify): _____								
22	_____								
23	_____								
24	Local Monetary (Specify): _____	Committed		\$82		\$228	\$247		\$557
25	Local Transportation Impact Fees								
26	_____								
27	_____								
28	In-Kind (Specify): _____								
29	_____								
30	_____								
31	_____								
32	Other (Specify): _____	Uncommitted		\$83		\$400	\$400		\$883
33	Caltrans BTA Grant								
34	<b>TOTAL EXISTING FUNDING SOURCES AND LOCAL MATCH**</b> [OTHER THAN FUNDING REQUESTED UNDER THIS CALL FOR PROJECTS]			\$165		\$628	\$647		\$1,440

10/12/06

\* List only funding for expenses to be incurred in the completion of the Scope of Work of the project for which you are applying for funding.

Do not include funding obtained in previous Metro Call for Projects. Funding categories are not applicable for all projects.

\*\* Any project sponsor monies spent on environmental document preparation, and/or preliminary engineering, and which is being considered as contribution to the 20% Local Match requirement, will be required to submit additional hard match if awarded federal and state funding in future years.

**PART II: PROJECT FINANCIAL PLAN**

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
2007 CALL FOR PROJECTS

**Project Title:** \_\_\_\_\_ San Fernando Bikeway  
**Project Sponsor:** \_\_\_\_\_ City of Burbank

**3. PROJECT FINANCIAL SUMMARY**

**NOTE: INDICATE ALL AMOUNTS IN THOUSANDS (\$000) AND IN FY 2006-07 DOLLARS. METRO WILL ESCALATE ACCORDINGLY.**

PROJECT FINANCIAL SUMMARY		FY 2007-08 (\$000)	FY 2008-09 (\$000)	FY 2009-10 (\$000)	FY 2010-11 (\$000)	FY 2011-12 (\$000)	FY 2012-13 (\$000)	TOTAL (\$000)
35	Total Project Expenses (Line 17)		\$823		\$3,142	\$3,234		
36	Total Project Funding (Line 34) * [OTHER THAN FUNDING REQUESTED UNDER THIS CALL FOR PROJECTS]		\$165		\$628	\$647		
37	Total Project Funding Shortfall (Line 36 minus Line 35) [There must be a shortfall for a project to be eligible for funding under this Call for Projects]		(\$658)		(\$2,514)	(\$2,587)		

**PROJECT FUNDING REQUEST**

	FY 2007-08 (\$000)	FY 2008-09 (\$000)	FY 2009-10 (\$000)	FY 2010-11 (\$000)	FY 2011-12 (\$000)	FY 2012-13 (\$000)	TOTAL (\$000)
38 <b>TOTAL PROJECT FUNDING REQUESTED UNDER THIS CALL FOR PROJECTS</b> [THIS IS THE AMOUNT REQUIRED TO OFFSET THE SHORTFALL ON LINE 37 FOR WHICH FUNDING IS REQUESTED. DO NOT SPECIFY FUNDING SOURCE]		\$658		\$2,514	\$2,587		\$5,759

\* Any project sponsor monies spent on environmental document preparation, and/or preliminary engineering, and which is being considered as contribution to the 20% Local Match requirement, will be required to submit additional hard match if awarded federal and state funding in future years.

10/12/06

## PART III - BIKEWAY IMPROVEMENTS (PSRE EQUIVALENT)

**Important note:** All questions must have a response or application will be considered non-responsive and disqualified. If a question does not apply to your project, indicate “NA” and briefly explain why. Section A is just as important as Section B.

Project Title (location, type of facility in short title)

**San Fernando Class I Bikeway**

(from Part I, Question 1)

## A. PROJECT DESCRIPTION

## 1) CHECK

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Class I facility                      | Total Miles: <b>2.85</b>                   |
| <input type="checkbox"/> Class II facility                                | Total Miles: <b>0</b>                      |
| <input checked="" type="checkbox"/> Class III facility                    | Total Miles: <b>0.15</b>                   |
| <input checked="" type="checkbox"/> Underpass, ramp, bridge               | <b># 3 (all modifications to existing)</b> |
| <input type="checkbox"/> Bicycle parking station (attended or unattended) |  |
| <input type="checkbox"/> Bicycle parking (lockers and/or racks)           | Spaces: _____                              |
| <input type="checkbox"/> Bicycle detection systems                        |  |
| <input type="checkbox"/> Bicycle activated signals                        |  |
| <input type="checkbox"/> Other, describe                                  |  |

## 2) CHECK phase of project

- ☒ Design
- ☐ Right-of-way acquisition
- ☒ Construction
- ☐ Other, describe

3) PROVIDE a detailed description for “a-n” (attach additional pages as needed):

**a) Project Jurisdiction:** City of Burbank

**b) Project Right-of-Way**

The majority of the project right-of-way would be located on MTA property along the Valley SCRRA/UP rail line between Cohasset street and the SCRRA/UP Coast line. This would be modeled after a similar project in the City of Los Angeles, portions of which have been constructed. The typical cross section would require 15 feet of MTA right of way which would accommodate a 5-foot separation from the adjacent roadway, 8-foot path, and 2-foot shoulder on the opposite side of the bikeway. This right-of-way utilization will require MTA and Metrolink approval. Metrolink is currently reviewing the right-of-way plan for this project to determine if the project conflicts with identified Metrolink needs within the Corridor. They have not

provided a position on how this project will affect their operations. This project would not affect Metrolink's ability to add an additional mainline track to the corridor (resulting in 2 mainline tracks and one siding). The remaining right of way has been identified in the future as possible expansion space for an MTA light rail project or California High Speed Rail authority project. These plans are not solidified, and in fact no light rail is planned for the corridor as documented in the MTA Long Range Transportation Plan. Like the Chandler Bikeway, the City of Burbank feels that a bikeway is an appropriate interim transportation use (over the next 20 years or more) as long-term plans for the corridor do not identify a specific project in this right of way. In approving this grant application, MTA will need to prioritize this project with other MTA transportation goals in the corridor.

In addition, the following right-of-way or easement will be required in the following locations:

- private landowner: approximately 400 x 15 ft. easement adjacent to the Burbank Western Channel near Burbank Junction. An existing flood control easement may already exist at this location
- Union Pacific Railroad: approximately 300 x 15 ft. easement or purchase adjacent to an MTA rail spur line and the Burbank Western Channel near Burbank Junction.
- Los Angeles County Flood Control District: two easements of approximately 450 x 15 ft. each, or alternatively, the City would enter into a joint use agreement to operate a bicycle path on County property.

In addition, the project will require the crossing of two freight spurs south of Burbank Boulevard near Burbank Junction. Union Pacific railroad operates on both freight spurs, though one spur is owned by MTA. The project proposes to construct a bicycle underpass at these locations to grade separate the bicycle traffic from rail traffic. This would require an application process with Union Pacific to initiate a grade crossing at these locations.

***c) Project Elements, Limits, and Length***

The project limits are in the City of Burbank, California along San Fernando Blvd, Victory Place, Lake Street, and the Los Angeles Flood Control channel south of Burbank Blvd, from the northern city limits to the Downtown Burbank Metrolink Station. See Exhibit C for a project map and Exhibit E for a detailed routing schematic showing major project components and crossings.

The project would consist of a Class I bike path located on the west side of the MTA rail right of way adjacent to San Fernando Boulevard from the northern city limits with Los Angeles and Buena Vista Street. At the Hollywood Way overpass, the bikeway would utilize the existing overpass structure to cross Hollywood Way. This can be accomplished by narrowing travel lanes on the overpass and reducing the bikeway to 8-feet, which is permitted by Caltrans Highway Design standards (see below). At Buena Vista Street, the bike path would end and cyclists would transition across Buena Vista at the existing pedestrian crossing. Note that with completion of the Empire Interchange / I-5 HOV project, this at-grade rail crossing will be grade separated above Buena Vista so that cyclists will not be affected by the adjacent rail crossing. South of Buena Vista Street, the path would continue along the outer edge of MTA right of way adjacent

to San Fernando Blvd and Victory Place. Again, as part of the Empire Avenue Interchange / I-5 HOV project, the existing grade separation of San Fernando Boulevard near Lincoln Street and Victory Place will be removed and filled-in, so the bikeway will not require a grade separation structure at this location. At the proposed undercrossing of Empire Avenue at Victory Place, the bikeway would be routed over the top of a proposed utility bridge structure that will span Empire Avenue, to be constructed by Caltrans as part of the Empire Interchange. This utility structure will be of sufficient width to accommodate the bikeway atop the structure. South of Empire Avenue, the Class I path would continue adjacent to Victory Place and would leave the MTA right of way near the Burbank Animal Shelter just north of the Victory Place underpass with the MTA/SCRRA/UP Coast Line (the path would require crossing of a driveway for the animal shelter at this location). The path would join an existing sidewalk (widened to 12 feet to accommodate the bikeway) and cross under the Victory Place undercrossing, terminating at Victory Place and Lake Street.

At this point, the path would then be routed as a short Class III facility on Lake Street and would proceed south under the Burbank Boulevard overpass. At the south end of the overpass, a Class I path would again resume adjacent to a small drainage channel. The path at this location would be routed in City of Burbank right of way. The path would then join the Burbank Western Channel (just south of Burbank Boulevard) and would continue on the west side of the channel in County right of way. At Burbank Junction, the path would be routed under two railroad freight spurs (one owned by Union Pacific, one owned by MTA) which would require two new structures. South of these freight spurs, the path would continue along flood control right-of-way to the Magnolia Boulevard overpass frontage roads, where the path would cross under this overpass and terminate at city-owned property adjacent to the Downtown Burbank Metrolink Station. A short path would be constructed on this city property to connect directly with the train station.

Except for the small Class III connector on Lake Street, the entire route would feature a 12-foot separated bike path (8-foot path and 2-foot shoulders). Where the path is routed adjacent to San Fernando Boulevard and Victory Place, the two-foot shoulder adjacent to the street would be increased to 5-feet to meet Caltrans Highway Design Manual standards. At two locations where the path must traverse over or under bridge structures (Hollywood Way underpass and Victory Place railroad overpass), the bikeway would be reduced to 8 feet to accommodate existing condition (this width is permitted by the Caltrans Highway Design Manual where bike paths traverse structures). At these locations, because the bikeway would be routed immediately adjacent to the adjoining street, an active barrier (chain link fence) would be installed to separate bicycle traffic from vehicle traffic.

The bikeway will require one street crossing at Buena Vista Street and one driveway crossing at the Burbank Animal Shelter between the Los Angeles City Limits and Lake Street. Also, the bikeway would terminate at two locations at a street intersection: once at Lake Street and Victory Place, and once at Burbank Boulevard near the Burbank Boulevard overpass.

This path would directly connect with a planned path in Los Angeles that currently would terminate at Cohasset Street. In contrast to prior project descriptions regarding the San Fernando Bikeway, this proposal would be constructed on the same side as the proposed path in Los



Angeles, so no complicated connectors will need to be constructed.

The proposed project would be 3.0 miles in length, consisting of 2.85 miles of Class I path and 0.15 miles of Class III bike route.

***d) Congressional, Senate, and Assembly District Locations***

US Congressional District: 27<sup>th</sup> District – Congressman Brad Sherman  
 29<sup>th</sup> District – Congressman Adam Schiff  
 State Senate District: 21<sup>st</sup> District – Senator Jack Scott  
 State Assembly District: 43<sup>rd</sup> District – Assemblyman Paul Krekorian

***e) Thomas Brothers Map Page: 533***

For Project Location Map, see Exhibit C

***f) Project maps***

For Project Route and Limits map, see Exhibit C

For Project Limits, Activity Centers, Transit Facilities map, see Exhibit C

For nearby Transit Lines, see Exhibit D

***g) Proposed Project Schedule***

Work with Caltrans and Metrolink to ensure Bikeway design accommodated in I-5 HOV Plans	Ongoing
Notice of availability of Grant Funds	October 2007
Begin Environmental Documentation	October 2007
Draft Environmental Document	January 2009
Council Approval of Environmental	January 2009
Begin PS&E	May 2008
Start right-of-way acquisition	November 2009
Completion of PS&E	May 2010
Ready to Advertise	October 2010
Start of Construction (Contract Award)	February 2011
Project Completion	August 2012

***h) Color Photos***

For photos of the project, see Exhibit F

***i) Class I intersection crossings, access points, project alternatives, cross sections Right of Way***

*Number of Intersections:* 4 street intersections

2 minor rail spur crossings (grade separated)

*Provisions made for each intersection:*

Refer to Exhibit E for location of numbered crossings discussed below:

1. Buena Vista Street. The proposed project would require one intersection crossing at Buena Vista Street. To accomplish this safely, the bike path would officially end prior to this intersection and this endpoint would be delineated by signage and intersection crossing warning signs. Cyclists would be directed to dismount and utilize the existing pedestrian crossing. As San Fernando is immediately adjacent to the path, there will no diversion on pedestrian sidewalks. The railroad tracks at this location are expected to be elevated by the time of bikeway construction, so the bikeway will not be affected by the active railroad.
2. Burbank Animal Shelter Driveway. The project would require crossing of a driveway for the Burbank Animal Shelter near Victory Place north of Lake Street. This crossing will be delineated by striping and designed such that vehicle entering and exiting the driveway will have good sight lines for crossing cyclists
3. Lake Street at Victory Place. Cyclists will utilize the existing pedestrian crossing of Lake Street. Like Buena Vista, cyclists will dismount ahead of the intersection (and adjacent private driveway) and utilize the pedestrian facilities. They will resume the route as a Class III bicycle route on Lake Street.
4. Lake Street at Burbank Blvd frontage road / parking lot. Cyclists will enter and exit the roadway (Class III route) from the southeast corner of the existing large parking lot. Striping will ensure a separation of bicycles and autos utilizing the parking lot to ensure safety and direct cyclists to the Class III extension to Lake and Victory Place.
5. Magnolia Blvd frontage road. The bikeway will cross under Magnolia Blvd, but will cross a lightly used frontage road at grade. This crossing will be marked as a bicycle crossing with signage for both motorists and bicycles. Traffic at this location is slow moving at this location. Provision for a four-way stop control at this location will be considered for more positive right of way control.
6. Railroad Freight spurs. Cyclists will cross these lightly used freight spurs perpendicularly using a grade separated facility. There will be no conflict between cyclists and these lightly-used freight spurs.

*Project Access Points*

- San Fernando Blvd (west roadway) and Cohassett St (direct connection to City of Los Angeles – no access from the Street at this location.
- San Fernando Boulevard at Hollywood Way overpass connectors (this will provide direct connection to proposed Class II bike lanes on Hollywood Way funded and in-design). Cyclists will utilize existing signalized intersections to access the bike lanes.
- San Fernando Blvd (west roadway) and Buena Vista St.
- Victory Place at the Empire Center
- Victory Place and Lake St.
- Lake St. and Burbank Blvd overpass (frontage road next to overpass)

- Magnolia Blvd overpass (frontage road next to overpass)
- Downtown Burbank Train Station

### *Analysis of Alternatives*

The primary alternative considered for this project was the use of a Class II bike lane rather than a separate Class I path. The obvious benefits to this approach are decreased construction costs and simpler right of way requirements than those of a Class I bike path. However, this alternative was eliminated due to the desire to present an attractive route to bicyclists using this regional facility. Installation of bike lanes on San Fernando Boulevard would require extensive parking removal to increase available street width. This alternative is not politically feasible, and would entail hardship on adjacent businesses who have very little off-street parking available. In addition, moderate volumes of 35 m.p.h. auto traffic characterize San Fernando Boulevard and Victory Place within the project limits. While these volumes and speeds are not excessive, the few driveways and limited intersections, combined with the downgrade at the railroad underpass north of Lake Street tends to increase vehicle speed. Current conditions discourage cyclists from using this street as a viable bike route. Additionally, the railroad underpass is on a narrow alignment with poor sight lines, impairing drivers' ability to see cyclists in an unprotected bike lane. It is felt that a separated bike path along this route and through this underpass would be a safer alternative and provide a more attractive route to many groups of cyclists.

South of Lake Street, Victory Place intersects with Victory Blvd. and Burbank Blvd. at the busiest intersection in the City of Burbank. Access to the Train station south of Lake Street would involve travel on two major arterials, and would include bicyclists executing a left turn from southbound Victory Blvd. onto eastbound Olive Avenue. It is felt that travel through these busy street conditions, including the left turn, would discourage significant numbers of cyclists who would consider this path as a commute option. Finally, street widths south of Burbank Blvd. would require that parking be eliminated to accommodate a bicycle lane, and this would not be politically possible given the parking requirements of the neighborhood and businesses facing Victory. Given these shortcomings, it is felt that the bicycle route in this project is best served by a separated, Class I facility rather than Class II bike lanes.

The increased costs associated with constructing a Class I bike path versus Class II bike lanes for this project are justified by the project's role as gap closure to a major Class I facility identified in the MTA Bicycle Strategic Plan, along with providing a connection to one of Metrolink's busiest stations and an identified Bicycle-Transit Hub serving numerous transit lines. The critical gap closure this path provides in completing a large, regional system of Class I paths make the cost for this facility justified.

*Right-of-Way Cross Section:* (include in-line).

*Timely project Delivery given right-of-way requirements*

This project will primarily be constructed within MTA railroad right of way. Right-of-way will require MTA and Metrolink approval prior to commencement of construction. Metrolink has reviewed the conceptual bikeway plan and....

In addition, Caltrans, Metrolink, and the City of Burbank are currently involved in planning and design of the Interstate 5 HOV Project, including a new interchange at Empire Avenue and a Railroad grade separation at Buena Vista Street. The City of Burbank is heavily involved in the design process of these major regional improvements and have identified the opportunity for construction of an important bicycle facility that can be accommodated while this major project is in design and the major stakeholders are actively involved in planning improvements in the corridor. Thus, the City believes that this is the best opportunity to plan for a critical bicycle connector while right-of-way issues related to the freeway project are being discussed.

The City believes it can ensure timely delivery of this project because negotiations for this bikeway project can be brought into the overall negotiations and planning efforts with regard to the freeway project. While this project will be constructed following completion of the freeway and rail projects, right-of-way planning can be addressed while the freeway project is in active planning. Thus, pursuit of the San Fernando Bikeway project now will ensure the best opportunity for the bicycle mode to be considered in this large regional project.

Right-of-way requirements outside of the right-of-way required along San Fernando and Victory Place center exclusively around the portion of the path abutting the Los Angeles Flood Control Channel at the southern end of the project. This segment requires land owned by the City of Burbank, the County of Los Angeles, Union Pacific, and a private land owner. It is anticipated that cooperation with the Flood Control District will be straightforward to achieve given the prior history of bikeway planning located along flood control channels in Los Angeles County including a current project in design further south near Alameda Avenue and Lake Street. For right of way that requires private landowner cooperation, the City feels that acquisition of an easement for the bike path should be straightforward, given the bikeway's effects of increased beautification in this industrial area and the likelihood that more bicycle traffic will improve existing problems with transients and other activities near the Burbank Western Channel. In addition, the required easement requires no demolition of structures and currently provides little value to the owners, as it is located immediately adjacent to the flood control channel. It is felt that the acquisition of these easements will not affect the timely delivery of the project. In particular, one of the private owners, Union Pacific, may be willing to sell their portion of the property for the purposes of constructing the project because the parcel in question is an "orphaned" parcel located away from their right-of-way that is of little value to them. For these reasons, the City believes that right-of-way can be procured to ensure timely delivery of the project.

**j) N/A – For Class II projects only**

**k) N/A – for Bicycle Racks only**

**l) N/A – for Bicycle Lockers only**

**m) N/A – for Bicycle Parking Stations only**

**n) Environmental Issues related to this Project or the Project location**

*Describe Environmental Documentation Needed for CEQA*

Based upon the initial feasibility analysis, it has been concluded that this project will have no significant environment impacts on the community adjacent to the project. Thus, CEQA documentation required for this project will consist of a Negative Declaration.

*Required environmental studies for NEPA*

Based upon the initial feasibility analysis, it has been concluded that this project will have no significant environment impacts on the community adjacent to the project. Thus, NEPA documentation required for this project will likely consist of a Finding of No Significant Impact.

*Required Permits*

It is anticipated that permits will be needed from the Public Utilities Commission and Union Pacific for grade-separated crossings of the two freight spurs. A permit or use agreement will be required for construction of bicycle facilities within the Los Angeles County Flood Control District (for location along the Burbank Channel).

*Identification of known hazardous waste*

Environmental review in the corridor has been conducted as part of the I-5 HOV project and Empire Avenue grade separation where no hazardous materials were found. Therefore, based on this assessment, the City feels that there will not be a hazardous materials issue associated with this project. Although specific environmental analysis for this project has not been performed, based upon these prior findings, at this point the City believes there should be no hazardous waste issues. A complete environmental assessment will be conducted as part of the CEQA/NEPA process.

*Community Support for the project*

Local community, business and elected officials have historically expressed enthusiasm and support for bike projects within the community. As an example, the Chandler Bikeway, currently under construction, has received wide support from a large cross section of community interests. A notable exception to this broad support for bikeways has been the City's recent involvement in a Class III bikeway to be constructed on local residential streets to connect Chandler Boulevard to the Los Angeles River. At those meetings, members of the community expressed concern that bicycles would be encouraged to travel in quiet, residential neighborhoods. However, during this extensive public comment process, many residents expressed support for Class I, separate bike paths that would bypass residential neighborhoods. Specifically, residents mentioned a desire for the City to pursue Class I paths connecting Downtown and the Downtown Metrolink Station via flood control facilities and railroad facilities. Thus, support for

elements of this project have been expressed extensively by the community, even though this support was given in the context of opposition to an on-street, residential facility. Because this facility is located in commercial and industrial areas of the City and would be located apart from residential areas, the City feels this project would receive wide community support.

*Time required to complete permits and/or studies*

The City estimates that it will take approximately 18 months to perform environmental work and obtain right of entry onto Union Pacific and other railroad property.

4) PROVIDE the following additional documentation if it applies to your project:

- a) In the case of multi-jurisdictional projects, a project lead must be identified and a dollar match commitment provided in a letter submitted with the application by each participating municipality or agency.

The City of Burbank covers the sole jurisdiction for this project and will therefore be the lead agency. Other relevant agencies include MTA and Metrolink.

- b) Projects on Metro right-of-way must provide a letter committing to adherence to Metro's Right-of-Way Preservation Guidelines.

Letter Attached to application.

- c) Is your project enhancing safety? ☒ yes ☐ no

Due to ☐ Maintenance  
EXPLAIN

☐ Law enforcement  
EXPLAIN

☒ Other  
EXPLAIN

This project is enhancing safety by providing a safe, off-street bicycle alternative to busy arterial streets, and provides a more direct, off-street connection to the Downtown Burbank Station. In particular, this project provides a safer connection along the Victory Place corridor that is currently marked by fast traffic and a narrow grade separation along Victory Place. This project will provide a safer corridor for bicycle travel in the Golden State area.

## B. PROJECT EVALUATION

### 1) REGIONAL SIGNIFICANCE AND INTERMODAL INTEGRATION (30 points)

#### *a) List significant destination points or activity centers and the distance from the proposed project (see Exhibit D for map of nearby activity centers)*

<u>Destination</u>	<u>Distance from Project (miles)</u>
Downtown Burbank Metrolink Station	0
Empire Center Shopping Center	0
Media Studios North (Yahoo Offices)	0.80
Media City Center Mall	0.75
Burbank Airport	0.75
Burbank Entertainment Village (movie theaters, retail)	0.5
Burbank City Hall / Civic Center	0.5
Burbank Municipal Court	0.5
Woodbury University	0.5
Washington Elementary School	0.25
Burbank High School	0.6
McCambridge Park	0.6

#### *b) Integration to bicycle network*

This project would implement a major portion of Gap #4 as identified in the MTA Bicycle Strategic Plan (Table 1, Page 102 of the plan). This project would implement this gap from the City of Los Angeles's planned San Fernando Bikeway to as far as the Burbank Metrolink Station.

This project would also implement a portion of Gap #3 as identified in the Bicycle Strategic Plan, which calls for a connection of the Chandler Bikeway to the Downtown Metrolink Station. This project would implement the connection required between the active freight spurs in Burbank south to the Station, and would require only a small, 0.25 mile rail-with-trail connector project to complete this gap.

This project would directly connect to the Downtown Burbank Metrolink Station, a bicycle hub identified on the Bicycle Strategic Plan.

This project is identified as Top Priority Project #3 on the City of Burbank Bicycle Master Plan.

The following is a list of existing or funded facilities that this project would connect:

1. San Fernando Class I Bikeway, City of Los Angeles (portions finished, portions funded)
2. Hollywood Way Class II Bikeway, City of Burbank (funded Caltrans BTA FY05/06)

3. Victory Boulevard Class II Bikeway, City of Burbank (funded Caltrans BTA FY 06/07)
4. Burbank Metrolink BikeStation, City of Burbank (funded Caltrans BTA FY05/05 – redirected funds from defunct Beachwood Bikeway)

***c) Part of an Adopted Bicycle Master Plan***

This project is part of the City of Burbank Bicycle Master Plan adopted in 2003.

***d) Is this project part of a larger call application?***

No, this project is not part of another Call for Projects Application.

**2) PROJECT NEED & BENEFIT TO TRANSPORTATION SYSTEM  
(30 points)**

***a) How will this project increase bicycle ridership? Explain benefit?***

This project has the potential to increase bicycle ridership both within the corridor served by the project as well as regionally. This project is a significant contributor to more bicycle ridership for commute and utilitarian purposes because it closes a critical gap in County's regional Class I bikeway spine. This project would extend a regional project in the City of Los Angeles that is expected to extend from Sylmar to Burbank when complete. This project would connect the facility to a major Metrolink station, served by numerous Metrolink trains, MTA bus services, and BurbankBus local service. By connecting to this transit facility, this project would extend the reach of transit and increase both transit ridership and bicycle ridership. This project would also take advantage of existing and planned bicycle commuter locker facilities at the station. This project also connects to other bicycle projects in the City of Burbank including the Hollywood Way and Victory Boulevard Class II bikeway. By connecting to these additional facilities, this project would further the network of Burbank's bicycle network and increase the likelihood of local commute trips being made by bicycle. The City of Burbank has over 12,000 residents who both live and work within the City. This group of residents represents an attractive group of potential bicycle riders because their existing commute trip length is well within the realm of reasonable bicycle travel. The San Fernando Bikeway would provide a safe alternative for residents within the City to commute between residential areas near Magnolia Park and Downtown Burbank to the industrial and media uses in the northern part of the City. Finally, this facility further improves connections through the industrial areas near the Downtown Burbank Station. These connections to the Station and future connections from the station to Downtown Burbank are critical to improving bicycle mobility within the City of Burbank.

***b) Estimate number of single occupant vehicle automobile trips that this project will eliminate.***

In estimating the number of bicycle trips utilizing this project, the City of Burbank applied the methodology used by the City of Los Angeles in estimating ridership for the northern portion of that municipality's San Fernando Bikeway project. The City of Los Angeles based their



methodology on two studies of bicycle ridership to forecast the number of cyclists using the San Fernando Bikeway.

The National Bicycling and Walking Study (FHWA, 1995) concludes that approximately 1% of all origin/destination trips are bicycle trips. Thus, by applying a 1% factor to the current Average Daily Traffic (ADT) volume in the bikeway corridor, an estimate of the total number of riders utilizing the facility can be formulated. Three screenlines were chosen to measure traffic volume on streets within one mile, and parallel to, to the bikeway project. The first screenline was located nearest the Downtown Burbank Station, the second screenline was located at the approximate midpoint of the project, and the third screenline was located at the northern-most portion of the project near the Los Angeles City Limit. For each of these screenlines, the average ADT on parallel streets was 21,600, 18,600, and 13,500 vehicles, respectively. Assuming that 1% of these trips can be attributed to bicycles, then currently 216, 186, and 135 bicycle trips are being completed within the corridor, from south to north.

The Long Range Transportation Plan Off-Model Analysis Methodology technical working paper for bikeways prepared by Alta Transportation Consulting for the MTA concluded that the average increase in ridership based on full completion of a bikeway system is 279%, based on studies of Portland, San Francisco and Seattle. Assuming that the ridership increase due to the completion of this bikeway corridor is in direct proportion to the expected increase due to full build-out of the San Fernando Valley's regional bicycle network, then the estimated number of bicycle trips along each of the screenlines should be increased to 603, 519, and 377 respectively. Thus, expected ridership when complete should be approximately 600 cyclists using at least a portion of the bikeway corridor. Assuming new bicycle commuters are switching from the private automobile, this increase from 216 to 603 trips would yield an approximate reduction of 400 automobile trips from streets parallel to the project.

It should be noted that the San Fernando Valley is generally more densely populated and has higher congestion levels than the three study cities cited in the 279% increase; consequently, the estimated number of cyclists using the project may be higher than the 279% increase suggests. Also, for obvious reasons, the Golden State Freeway (Interstate 5) was not included as a screenline in the ADT estimation for the bikeway corridor, even though it runs parallel to the project. However, increased congestion on the freeway may increase ridership on the bikeway that is not reflected in the above estimates.

**c) How will this project improve access to transit by bicycle? List transit (rail or bus) facilities/lines that the project will connect.**

Note: Service Hours and frequency based on service to Burbank stops. If service intervals are irregular, frequency was taken at peak hour.

Operator	Line	Frequency	Service Hours	Ridership*
Metrolink	Antelope Valley	0:40	5:30a - 9:15p	7,500
Metrolink	Ventura	0:40	6:00a – 7:30p	4,500
MTA	94/394	0:12	5:00a - 1:00a	16,300
MTA	96	0:30	5:00a - 8:20p	**
MTA	155	1:00	7:00a - 7:30p	845
MTA	154	1:00	4:00a - 7:00p	2,300
MTA	163	0:15	4:20a - 2:00a	14,000
MTA	164	0:10	5:00a - 11:30p	20,000
MTA	165	0:20	5:00a - 8:30p	19,600
City of Burbank	Downtown Loop	0:20	5:30a - 9:30a 2:30p – 7:00p	56
City of Burbank	Empire->Downtown	0:20	5:30a - 9:30a 2:30p – 7:00p	172
City of Burbank	Metrolink->Media District	0:20	5:30a - 9:30a 2:30p – 7:00p	600
City of Glendale	Glendale Beeline 12	0:20	6:30a - 6:45p	260

\* Average Weekday Ridership on entire line

\*\* Ridership not available – MTA Contract Service

This project connects to numerous transit facilities in the Downtown Burbank Station and as such has a tremendous opportunity to increase transit ridership by increasing the reach of a transit trip to a final destination. By solving some of the access issues between the Burbank Station and the northern and western portions of the City, more potential transit users may use the San Fernando Bikeway as a way to extend the transit trip. Also, existing and funded bicycle commuter facilities exist at the Burbank Station to further improve the amenities available to cyclists. This project's connection to a Bicycle Transit Hub makes it particularly well served to increase transit trips and is a major strategy outlined in the Bicycle Strategic Plan to improve the bicycle-transit connection.

## 3) LOCAL MATCH (10 points)

Must be consistent with Part II: Table 3 of the Project Financial Plan Summary.

Local Match:

a) Minimum Hard Match (0 points)	<u>\$1,440,000</u>	<u>20%</u>
b) <i>Hard Overmatch:</i>	<u>\$0</u>	<u>0%</u>
c) <i>In-kind Overmatch:</i>	<u>\$0</u>	<u>0%</u>
d) Total local match commitment a + b + c = d	<u>\$1,440,000</u>	<u>20%</u>

Exceeds Local Match Requirement (10 points)

Amount of points is based on percentage of overmatch. Applicants who provide a 50% match will receive the full 10 points.

## 4) COST EFFECTIVENESS (10 points)

Note: Based on the responses to questions 1, 2, and 5, Metro staff will assess the project's cost effectiveness based on its demonstrated ability to meet the regional mobility benefit in relationship to the total project cost and substantiated project costs.

**Detailed Estimate of Project Budget**

Cost Category	Count	Unit Cost	Unit	Total Cost
<b>Right of Way Acquisition</b>				
15 x 1200 adjacent to Burbank Western Ch.	18,000	15	SF	\$270,000
<b>Bikeway Construction</b>				
Clearing/Grubbing & Brush Removal	13760	\$20.00	LF	\$275,200
Saw Cut & Remove Pavement	143616	\$8.00	SF	\$1,148,928
Concrete Pathway with Sub-base (12' wide)	146112	\$7.00	SF	\$1,022,784
Concrete Paving	5580	\$7.00	SF	\$39,060
Trail Shoulder (2' wide gravel surface)	48704	\$6.00	SF	\$292,224
Hydroseed Trail Shoulder Disturbed Areas	48704	\$0.24	SF	\$11,689
Silt Fencing	6400	\$8.00	LF	\$51,200
Relocate Existing Lights	0	\$2,600.00	EA	\$0
Curb & Gutter	9598	\$22.00	LF	\$211,156
Stop Sign	36	\$150.00	EA	\$5,400
Trail Xing Ahead Sign (Vehicle warning)	32	\$150.00	EA	\$4,800
Directional Signage	40	\$150.00	EA	\$6,000
Restriping (removal and new)	39068	\$2.50	LF	\$97,670
Relocate Signal Poles	0	\$30,000.00	EA	\$0
Relocate Utility Poles	0	\$8,000.00	EA	\$0
Fencing (Barrier/Chain Link)	8027	\$20.00	LF	\$160,540
<b>Hollywood Way Underpass Modification</b>				
Saw Cut & Remove Pavement	2340	8	SF	\$18,720
Concrete Replacement (medians)	2340	7	SF	\$16,380
Concrete Paving	1600	7	SF	\$11,200
Public Works Gauge Fence separation from traffic)	400	20	LF	\$8,000
Relocate Median Lights	9	5000	EA	\$45,000
Relocate Signal Poles	4	30000	EA	\$120,000
Curb and Gutter	200	22	LF	\$4,400
<b>Victory Place Underpass Modification</b>				
Saw Cut & Remove Pavement	4200	8	SF	\$33,600
Concrete Paving (sidewalk widening)	7200	7	SF	\$50,400
Curb and Gutter	600	22	LF	\$13,200
Public Works Gauge Fence (separation from traffic)	600	20	LF	\$12,000
Relocate light pole	1	5000	EA	\$5,000
Relocate Utility Pole	2	15000	EA	\$30,000
2' Exposed Retaining Wall	100	180	LF	\$18,000
4' Exposed Retaining Wall	100	330	LF	\$33,000
6' Exposed Retaining Wall	400	480	LF	\$192,000
Bike Path Ramps to Animal Shelter Dwy	2	10000	EA	\$20,000
<b>Rail Spur Grade Separation</b>	2	300000	Allow.	\$600,000
<b>Utility Bridge over Empire</b>				
Assume Caltrans pays as part of I-5				
Top deck modified for bikeway	1	50000	Allow.	\$50,000
<b>Subtotal</b>				<b>\$4,607,551</b>
<b>Landscaping</b>		5.00%	EA	\$230,378
<b>Construction Engineering</b>		8.00%	EA	\$368,604
<b>Design and PS&amp;E</b>		10.00%	EA	\$460,755
<b>Temporary Protection &amp; Direction of Traffic</b>		5.00%	EA	\$230,378
<b>Public Outreach &amp; Marketing</b>		2.00%	EA	\$92,151
<b>Contingency</b>		20%	EA	\$940,184
<b>GRAND TOTAL</b>				<b>\$7,200,000</b>

## 5) LAND USE &amp; ENVIRONMENTAL COMPATIBILITY (20 points)

*a) Describe how your jurisdiction's local policies support and maximize the effectiveness of this project.*

The City of Burbank's Bicycle Master Plan identifies the City's goal to "Make bicycle travel an integral part of daily life in Burbank, particularly for trips of less than five miles, by implementing and maintaining a bikeway network, providing end-of-trip facilities, improving bicycle/transit integration, encouraging bicycle use, and making bicycling safer. This will make Burbank a community that facilitates travel via alternative transportation and will aim for a 5 percent mode share of all utilitarian trips made by bicycling by the year 2025."

This goal is supported by a number of Objectives and Policy Actions that work to support the goal of improving bicycling in the City as a viable transportation option. These Objectives and policies are attached to this application as Exhibit G. In particular, this project is identified as a Top Priority Project and is seen as a critical component in the City's overall bicycle network. In addition, this project serves numerous employment and activity centers and connects with other bicycle facilities to foster an overall increase in local bicycle travel.

In addition, this project is compatible with the local land use policies of the City of Burbank with relation to bicycling and other alternative transportation modes. The Burbank Center Plan is a Specific Plan for the Downtown area and addresses land use and transportation planning in the area served by the southern portion of the proposed project. The Plan identifies the importance of bicycle facilities throughout its Land Use Plan, including a specific policy to "support new mixed use land uses which incorporate interaction with an integrated multimodal Citywide transportation system including light rail, commuter rail, bus, local and circular shuttle services, bicycle and pedestrian facilities." In addition the Transportation section of the Plan's Public Improvements and Services chapter identifies the "improvement and expansion of pedestrian and bicycle facilities" as "necessary to accommodate the present and future needs within the Burbank Center Plan area." This expansion includes the need for "a primary bike system that connects Intermodal Transit Centers and other activity hubs." The proposed project would help achieve these goals by serving both the intermodal Downtown Burbank Train Station and the many activity centers in the Burbank Center Plan area. The ability for this project to allow convenient bicycle trips from other areas of the city into the downtown helps to achieve the goal of lessening the use of single occupancy vehicles for trips made to and from the downtown area. A copy of the Transportation Improvements section of the Burbank Center Plan pertaining to bicycle facilities is included as Exhibit H.

The City's Transportation Demand Ordinance requires bicycle facilities be provided for all commercial development projects greater than 50,000 square feet to encourage bicycle commuting and usage for utilitarian trips. Also, the City's recently updated residential zoning standards requires bicycle parking be included in all new multifamily residential projects.

As a part of the City's ongoing General Plan Update, the City is in the process of creating an update Mobility Element and incorporating the current Bicycle Master Plan into the General

Plan. The Land Use and Mobility Element, released for public review in April 2006, recommends a number of Goals and Policies that support projects such as the San Fernando Bikeway. Draft Goal 5 of the Mobility Element calls for “an urban environment that fosters pedestrian and bicycle travel as a method to reduce vehicle trips and increase community cohesiveness, while the Land Use Element calls for numerous community liveability and land use policies to foster walkable and bikeable communities. Copies of the Draft Mobility Element goals and policies is attached as Exhibit J.

Finally, this project application was specifically approved for submission to MTA by the Burbank City Council through Resolution No. 27,397 unanimously adopted on January 9, 2007 (see Exhibit K).

**b) *How does this project support existing or proposed Transit Oriented Development (TOD)?***

While this project does not serve a specific TOD project, the City of Burbank has purchased a large parcel of land adjacent to the Downtown Burbank Station for the express purpose of constructing a combined transit facility and private TOD development. This site is recognized as an opportunity site in the Burbank Center plan as a location for TOD development. The proposed project would directly serve this planned TOD site and would provide bicycle access directly from this facility to the neighborhoods to the north.

**c) *How is the project designed to be compatible and enhance the surrounding community? Does it have support of community, business, and elected officials? Has the project been discussed with adjacent jurisdictions?***

This project will enhance the surrounding community by providing a high quality bike path through neighborhoods underserved by bicycle-friendly streets and arterials. It will provide direct connections from the Downtown Burbank Station to north Burbank and encourage this alternative transportation mode. This project’s location abutting existing transportation corridors (railroad, freeway, street) and industrial areas also means that impacts from the bikeway itself are confined to transportation-related or industrial land uses, rather than residential or business land uses. Thus, while this project provides service to major employment and activity centers, it’s location within existing transportation corridors limits its impact to those land uses.

Local community, business and elected officials have historically expressed enthusiasm and support for bike projects within the community. As an example, the Chandler Bikeway, currently under construction, has received wide support from a large cross section of community interests. A notable exception to this has been the City’s recent involvement in a Class III bikeway to be constructed on local residential streets to connect Chandler Boulevard to the Los Angeles River. At those meetings, members of the community expressed concern that bicycles would be encouraged to travel in quiet, residential neighborhoods. However, during this extensive public comment process, many residents expressed support for Class I, separate bike paths that would bypass residential neighborhoods. Specifically, residents mentioned a desire for the City to pursue Class I paths connecting Downtown and the Downtown Metrolink Station via flood control facilities and railroad facilities. Thus, support for elements of this project have been expressed extensively by the community, even though this support was given in the context of opposition to an on-street,

residential facility. Because this facility is located in commercial and industrial areas of the City and would be located apart from residential areas, the City feels this project would receive wide community support.

In addition, this project provides a high-quality bicycle facility to industrial and lower-income neighborhoods in the northern areas of Burbank and the Sun Valley areas of Los Angeles. Particularly through connections to Los Angeles, this project would directly serve a lower income, transit and bicycle-dependent population and allow easy bicycle connection to the Downtown Burbank employment center, the Media District Employment Center (via bicycle lanes on Hollywood Way) and the Burbank Metrolink Station. Thus, this project has the potential to meet the transportation needs of an underserved community. Communications with the City of Los Angeles indicate that the project in their jurisdiction (to which this project will connect) have received highly favorable support from local neighborhood groups.

This project has been discussed with the City of Los Angeles (Michelle Mowery, Sr. Project Coordinator – Bicycle Program), as it forms the extension of the San Fernando Bikeway in their jurisdiction. City staff consulted with staff from Los Angeles to ensure coordination between the two agencies continues throughout the completion of both projects. In particular, the City of Burbank's segment was relocated to the west side of the railroad tracks to accommodate a trivial connection to the City of Los Angeles's segment. Also, prior design work done by Los Angeles was leveraged in the initial feasibility study for this project.

## C. PSR EQUIVALENT SIGNATURE

Approved and Certified by Local Agency:

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<i>Agency Chief Executive (i.e. Mayor, City Manager, CEO, CAO, PW Dir, City Eng. Gen. Mgr. or equivalent)</i>	<i>DATE</i>
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This Project Study Report Equivalent has been prepared under the direction of the following staff authorized by the sponsoring agency to sign for the work. The person signing below attests to and certifies the technical information contained therein and the engineering data if appropriate, upon which the recommendations, conclusions, and decisions are based.

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<i>authorized staff</i>	<i>DATE</i>
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*If applicable, California PE Stamp and  
Lic #*



**PART A3: Project Description***a) Project Background and History.*

This application seeks funding to construct a 3 mile Class I bike path along San Fernando Blvd. and Victory Place, in the City of Burbank, parallel to the MTA railroad right of way. This project would extend the Los Angeles portion of the San Fernando Bikeway, portions of which are currently funded by the MTA for construction. The Los Angeles portion of the San Fernando Bikeway, as planned, currently terminates at the northern city limits of Burbank. This project would extend this 8.5 mile facility south through Burbank to the Downtown Burbank Station.

This project was identified as part of an initial planning process to update the City of Burbank's Bicycle Master Plan. As part of this process, it was determined that a high quality, north-south bicycle corridor does not currently exist within the city. In particular, current bicycle-friendly north-south streets are presently bisected by the Metrolink Ventura Line, and the arterials that bridge this barrier are narrow and carry fast-moving, heavy traffic. Simultaneous to this process, it was discovered that portions of the San Fernando Bikeway in Los Angeles, identified in that city's Bicycle Plan (adopted August, 1996), had received funds for construction, and the remainder of the path was currently in the design stage. Finally, with the recent opening of the 1.7 million square foot Empire Center immediately adjacent to the proposed path, it was determined that an extension of the San Fernando Bikeway into the City of Burbank would have a high potential of reducing automobile trips. It would connect rail and bus lines, two regional shopping centers, and the Burbank Civic Center, and increase the utility of the Los Angeles San Fernando Bikeway as well as the Chandler Bikeway (under construction). Exhibiting both local and regional utility, this route would close a gap in an emerging system of region-wide, Class I bicycle paths while providing a high quality, bicycle friendly, north-south local route through the city.

*b) Detailed Project Description*

Unlike the Los Angeles portion, which is constructed in MTA right of way, the San Fernando Bikeway in the City of Burbank will be constructed almost exclusively within current City of Burbank right-of-way. From the northern city limits south to Buena Vista Street, the bikeway will be located immediately adjacent to little San Fernando Blvd (the east roadway) in the location of a landscaped strip between the roadway and adjacent strip parking lot. Some on-street parking will also be removed and the south traffic lane narrowed to accommodate a 12 ft wide bikeway.

At Buena Vista Street, the bikeway will utilize existing crosswalks to make the transition from the east side to the west side of the railroad. In addition, a project to elevate the railroad over Buena Vista Street at this location, currently under design by Caltrans, will eliminate the rail crossing of the bikeway at this location.

**EXHIBIT A – DETAILED ANSWERS TO PART III**

South of Buena Vista Street and north of Lake Street, the path will be located on the west side of the railroad right of way, adjacent to San Fernando Blvd and Victory Place. Improvements to Interstate 5 and the railroad right-of-way currently being designed by Caltrans will allow for a bikeway to be constructed. A new railroad underpass and freeway interchange at Empire Avenue as part of these improvements will draw traffic off of Victory Place and San Fernando Blvd, lessening their capacity requirements. These 4-lane arterial roadways will be narrowed to one lane in each direction and a center turn-lane, allowing for a bikeway to be constructed between the street and the railroad. Also at this location, the intersection of Victory Place and Lincoln Street is slated to be redesigned and simplified by the City of Burbank, and these efforts will also allow for the bikeway to be constructed along this segment.

At Lake Street, the Class I bikeway will end and riders will be directed onto a brief segment of Class III route (approximately 1 block), cross under the Burbank Blvd underpass, and rejoin a Class I path adjacent to the Burbank Flood Control Channel south of the underpass. This Class I path will follow channel utilizing a combination of existing City and Los Angeles Flood Control property. The Class I path will cross two lightly-used local railroad freight spurs adjacent to the flood control channel used for slow-moving, local freight deliveries to two nearby businesses. Continuing south, the bikeway then crosses under the Magnolia Blvd underpass (intersecting a local access road under the underpass at grade) and terminates at the Downtown Burbank Metrolink Station south of Magnolia Blvd.

**PART A3: Location of Project**

*a) Project Jurisdiction:* City of Burbank

*b) Project Right-of-Way*

The majority of the project right-of-way would be located on MTA property along the Valley SCRRA/UP rail line between Cohasset street and the SCRRA/UP Coast line. This would be modeled after a similar project in the City of Los Angeles, portions of which have been constructed. The typical cross section would require 15 feet of MTA right of way which would accommodate a 5-foot separation from the adjacent roadway, 8-foot path, and 2-foot shoulder on the opposite side of the bikeway. This right-of-way utilization will require MTA and Metrolink approval. Metrolink has reviewed a conceptual bikeway layout and....

In addition, the following right-of-way or easement will be required in the following locations:

- private landowner: approximately 400 x 15 ft. easement adjacent to the Burbank Western Channel near Burbank Junction. An existing flood control easement may already exist at this location
- Union Pacific Railroad: approximately 300 x 15 ft. easement or purchase adjacent to an MTA rail spur line and the Burbank Western Channel near Burbank Junction.

- Los Angeles County Flood Control District: two easements of approximately 450 x 15 ft. each, or alternatively, the City would enter into a joint use agreement to operate a bicycle path on County property.

In addition, the project will require the crossing of two freight spurs south of Burbank Boulevard near Burbank Junction. Union Pacific railroad operates on both freight spurs, though one spur is owned by MTA. The project proposes to construct a bicycle underpass at these locations to grade separate the bicycle traffic from rail traffic. This would require an application process with Union Pacific to initiate a grade crossing at these locations.

*c) Project Elements, Limits, and Length*

The project limits are in the City of Burbank, California along San Fernando Blvd, Victory Place, Lake Street, and the Los Angeles Flood Control channel south of Burbank Blvd, from the northern city limits to the Downtown Burbank Metrolink Station. See Exhibit C for a project map and Exhibit E for a detailed routing schematic showing major project components and crossings.

The project would consist of a Class I bike path located on the west side of the MTA rail right of way adjacent to San Fernando Boulevard from the northern city limits with Los Angeles and Buena Vista Street. At the Hollywood Way overpass, the bikeway would utilize the existing overpass structure to cross Hollywood Way. This can be accomplished by narrowing travel lanes on the overpass and reducing the bikeway to 8-feet, which is permitted by Caltrans Highway Design standards (see below). At Buena Vista Street, the bike path would end and cyclists would transition across Buena Vista at the existing pedestrian crossing. Note that with completion of the Empire Interchange / I-5 HOV project, this at-grade rail crossing will be grade separated above Buena Vista so that cyclists will not be affected by the adjacent rail crossing. South of Buena Vista Street, the path would continue along the outer edge of MTA right of way adjacent to San Fernando Blvd and Victory Place. Again, as part of the Empire Avenue Interchange / I-5 HOV project, the existing grade separation of San Fernando Boulevard near Lincoln Street and Victory Place will be removed and filled-in, so the bikeway will not require a grade separation structure at this location. At the proposed undercrossing of Empire Avenue at Victory Place, the bikeway would be routed over the top of a proposed utility bridge structure that will span Empire Avenue, to be constructed by Caltrans as part of the Empire Interchange. This utility structure will be of sufficient width to accommodate the bikeway atop the structure. South of Empire Avenue, the Class I path would continue adjacent to Victory Place and would leave the MTA right of way near the Burbank Animal Shelter just north of the Victory Place underpass with the MTA/SCRRA/UP Coast Line (the path would require crossing of a driveway for the animal shelter at this location). The path would join an existing sidewalk (widened to 12 feet to accommodate the bikeway) and cross under the Victory Place undercrossing, terminating at Victory Place and Lake Street.

At this point, the path would then be routed as a short Class III facility on Lake Street and would proceed south under the Burbank Boulevard overpass. At the south end of the overpass, a Class I path would again resume adjacent to a small drainage channel. The path at this location would

be routed in City of Burbank right of way. The path would then join the Burbank Western Channel (just south of Burbank Boulevard) and would continue on the west side of the channel in County right of way. At Burbank Junction, the path would be routed under two railroad freight spurs (one owned by Union Pacific, one owned by MTA) which would require two new structures. South of these freight spurs, the path would continue along flood control right-of-way to the Magnolia Boulevard overpass frontage roads, where the path would cross under this overpass and terminate at city-owned property adjacent to the Downtown Burbank Metrolink Station. A short path would be constructed on this city property to connect directly with the train station.

Except for the small Class III connector on Lake Street, the entire route would feature a 12-foot separated bike path (8-foot path and 2-foot shoulders). Where the path is routed adjacent to San Fernando Boulevard and Victory Place, the two-foot shoulder adjacent to the street would be increased to 5-feet to meet Caltrans Highway Design Manual standards. At two locations where the path must traverse over or under bridge structures (Hollywood Way underpass and Victory Place railroad overpass), the bikeway would be reduced to 8 feet to accommodate existing condition (this width is permitted by the Caltrans Highway Design Manual where bike paths traverse structures). At these locations, because the bikeway would be routed immediately adjacent to the adjoining street, an active barrier (chain link fence) would be installed to separate bicycle traffic from vehicle traffic.

The bikeway will require one street crossing at Buena Vista Street and one driveway crossing at the Burbank Animal Shelter between the Los Angeles City Limits and Lake Street. Also, the bikeway would terminate at two locations at a street intersection: once at Lake Street and Victory Place, and once at Burbank Boulevard near the Burbank Boulevard overpass.

This path would directly connect with a planned path in Los Angeles that currently would terminate at Cohasset Street. In contrast to prior project descriptions regarding the San Fernando Bikeway, this proposal would be constructed on the same side as the proposed path in Los Angeles, so no complicated connectors will need to be constructed.

The proposed project would be 3.0 miles in length, consisting of 2.85 miles of Class I path and 0.15 miles of Class III bike route.

*d) Congressional, Senate, and Assembly District Locations*

US Congressional District:	27 <sup>th</sup> District – Congressman Brad Sherman
	29 <sup>th</sup> District – Congressman Adam Schiff
State Senate District:	21 <sup>st</sup> District – Senator Jack Scott
State Assembly District:	43 <sup>rd</sup> District – Paul Krekorian

*e) Thomas Brothers Map Page: 533*

For Project Location Map, see Exhibit C

**Project Title:** Burbank: San Fernando Bikeway**EXHIBIT A – DETAILED ANSWERS TO PART III***f) Project maps*

For Project Route and Limits map, see Exhibit C

For Project Limits, Activity Centers, Transit Facilities map, see Exhibit C

For nearby Transit Lines, see Exhibit D

*g) Proposed Project Schedule**h) Color Photos*

For photos of the project, see Exhibit F

*i) Class I intersection crossings, access points, project alternatives, cross sections Right of Way*

*Number of Intersections:*      4 street intersections  
   2 minor rail spur crossings (grade separated)

*Provisions made for each intersection:*

Refer to Exhibit E for location of numbered crossings discussed below:

1. Buena Vista Street. The proposed project would require one intersection crossing at Buena Vista Street. To accomplish this safely, the bike path would officially end prior to this intersection and this endpoint would be delineated by signage and intersection crossing warning signs. Cyclists would be directed to dismount and utilize the existing pedestrian crossing. As San Fernando is immediately adjacent to the path, there will no diversion on pedestrian sidewalks. The railroad tracks at this location are expected to be elevated by the time of bikeway construction, so the bikeway will not be affected by the active railroad.
2. Burbank Animal Shelter Driveway. The project would require crossing of a driveway for the Burbank Animal Shelter near Victory Place north of Lake Street. This crossing will be delineated by striping and designed such that vehicle entering and exiting the driveway will have good sight lines for crossing cyclists
3. Lake Street at Victory Place. Cyclists will utilize the existing pedestrian crossing of Lake Street. Like Buena Vista, cyclists will dismount ahead of the intersection (and adjacent private driveway) and utilize the pedestrian facilities. They will resume the route as a Class III bicycle route on Lake Street.
4. Lake Street at Burbank Blvd frontage road / parking lot. Cyclists will enter and exit the roadway (Class III route) from the southeast corner of the existing large parking lot. Striping will ensure a separation of bicycles and autos utilizing the parking lot to ensure safety and direct cyclists to the Class III extension to Lake and Victory Place.
5. Magnolia Blvd frontage road. The bikeway will cross under Magnolia Blvd, but will cross a lightly used frontage road at grade. This crossing will be marked as a bicycle crossing with signage for both motorists and bicycles. Traffic at this location is slow

moving at this location. Provision for a four-way stop control at this location will be considered for more positive right of way control.

6. Railroad Freight spurs. Cyclists will cross these lightly used freight spurs perpendicularly using a grade separated facility. There will be no conflict between cyclists and these lightly-used freight spurs.

#### *Project Access Points*

- San Fernando Blvd (west roadway) and Cohassett St (direct connection to City of Los Angeles – no access from the Street at this location.
- San Fernando Boulevard at Hollywood Way overpass connectors (this will provide direct connection to proposed Class II bike lanes on Hollywood Way funded and in-design). Cyclists will utilize existing signalized intersections to access the bike lanes.
- San Fernando Blvd (west roadway) and Buena Vista St.
- Victory Place at the Empire Center
- Victory Place and Lake St.
- Lake St. and Burbank Blvd overpass (frontage road next to overpass)
- Magnolia Blvd overpass (frontage road next to overpass)
- Downtown Burbank Train Station

#### *Analysis of Alternatives*

The primary alternative considered for this project was the use of a Class II bike lane rather than a separate Class I path. The obvious benefits to this approach are decreased construction costs and simpler right of way requirements than those of a Class I bike path. However, this alternative was eliminated due to the desire to present an attractive route to bicyclists using this regional facility. Installation of bike lanes on San Fernando Boulevard would require extensive parking removal to increase available street width. This alternative is not politically feasible, and would entail hardship on adjacent businesses who have very little off-street parking available. In addition, moderate volumes of 35 m.p.h. auto traffic characterize San Fernando Boulevard and Victory Place within the project limits. While these volumes and speeds are not excessive, the few driveways and limited intersections, combined with the downgrade at the railroad underpass north of Lake Street tends to increase vehicle speed. Current conditions discourage cyclists from using this street as a viable bike route. Additionally, the railroad underpass is on a narrow alignment with poor sight lines, impairing drivers' ability to see cyclists in an unprotected bike lane. It is felt that a separated bike path along this route and through this underpass would be a safer alternative and provide a more attractive route to many groups of cyclists.

South of Lake Street, Victory Place intersects with Victory Blvd. and Burbank Blvd. at the busiest intersection in the City of Burbank. Access to the Train station south of Lake Street would involve travel on two major arterials, and would include bicyclists executing a left turn from southbound Victory Blvd. onto eastbound Olive Avenue. It is felt that travel through these busy street conditions, including the left turn, would discourage significant numbers of cyclists who would consider this path as a commute option. Finally, street widths south of Burbank

**EXHIBIT A – DETAILED ANSWERS TO PART III**

Blvd. would require that parking be eliminated to accommodate a bicycle lane, and this would not be politically possible given the parking requirements of the neighborhood and businesses facing Victory. Given these shortcomings, it is felt that the bicycle route in this project is best served by a separated, Class I facility rather than Class II bike lanes.

The increased costs associated with constructing a Class I bike path versus Class II bike lanes for this project are justified by the project's role as gap closure to a major Class I facility identified in the MTA Bicycle Strategic Plan, along with providing a connection to one of Metrolink's busiest stations and an identified Bicycle-Transit Hub serving numerous transit lines. The critical gap closure this path provides in completing a large, regional system of Class I paths make the cost for this facility justified.

*Right-of-Way Cross Section:* (include in-line).

*Timely project Delivery given right-of-way requirements*

This project will primarily be constructed within MTA railroad right of way. Right-of-way will require MTA and Metrolink approval prior to commencement of construction. Metrolink has reviewed the conceptual bikeway plan and....

In addition, Caltrans, Metrolink, and the City of Burbank are currently involved in planning and design of the Interstate 5 HOV Project, including a new Interchange at Empire Avenue and a Railroad grade separation at Buena Vista Street. The City of Burbank is heavily involved in the design process of these major regional improvements and have identified the opportunity for construction of an important bicycle facility that can be accommodated while this major project is in design and the major stakeholders are actively involved in planning improvements in the corridor. Thus, the City believes that this is the best opportunity to plan for a critical bicycle connector while right-of-way issues related to the freeway project are being discussed.

The City believes it can ensure timely delivery of this project because negotiations for this bikeway project can be brought into the overall negotiations and planning efforts with regard to the freeway project. While this project will be constructed following completion of the freeway and rail projects, right-of-way planning can be addressed while the freeway project is in active planning. Thus, pursuit of the San Fernando Bikeway project now will ensure the best opportunity for the bicycle mode to be considered in this large regional project.

Right-of-way requirements outside of the right-of-way required along San Fernando and Victory Place center exclusively around the portion of the path abutting the Los Angeles Flood Control Channel at the southern end of the project. This segment requires land owned by the City of Burbank, the County of Los Angeles, Union Pacific, and a private land owner. It is anticipated that cooperation with the Flood Control District will be straightforward to achieve given the prior history of bikeway planning located along flood control channels in Los Angeles County including a current project in design further south near Alameda Avenue and Lake Street. For right of way that requires private landowner cooperation, the City feels that acquisition of an easement for the bike path should be straightforward, given the bikeway's effects of increased

**EXHIBIT A – DETAILED ANSWERS TO PART III**

beautification in this industrial area and the likelihood that more bicycle traffic and better lighting will improve existing problems with transients and other activities near the Burbank Western Channel. In addition, the required easement requires no demolition of structures and currently provides little value to the owners, as it is located immediately adjacent to the flood control channel. It is felt that the acquisition of these easements will not affect the timely delivery of the project. In particular, one of the private owners, Union Pacific, may be willing to sell their portion of the property for the purposes of constructing the project because the parcel in question is an “orphaned” parcel located away from their right-of-way that is of little value to them. For these reasons, the City believes that right-of-way can be procured to ensure timely delivery of the project.

j) N/A – For Class II projects only

k) N/A – for Bicycle Racks only

l) N/A – for Bicycle Lockers only

m) N/A – for Bicycle Parking Stations only

n) Environmental Issues related to this Project or the Project location

*Describe Environmental Documentation Needed for CEQA*

Based upon the initial feasibility analysis, it has been concluded that this project will have no significant environment impacts on the community adjacent to the project. Thus, CEQA documentation required for this project will consist of a Negative Declaration.

*Required environmental studies for NEPA*

Based upon the initial feasibility analysis, it has been concluded that this project will have no significant environment impacts on the community adjacent to the project. Thus, NEPA documentation required for this project will consist of a Finding of No Significant Impact.

*Required Permits*

It is anticipated that permits will be needed from the Public Utilities Commission and Union Pacific for grade-separated crossings of the two freight spurs. A permit or use agreement will be required for construction of bicycle facilities within the Los Angeles County Flood Control District (for location along the Burbank Channel).

*Identification of known hazardous waste*

Environmental review in the corridor has been conducted as part of the I-5 HOV project and Empire Avenue grade separation where no hazardous materials was found. Therefore, based on this assessment, the City feels that there will not be a hazardous materials issue associated with



**EXHIBIT A – DETAILED ANSWERS TO PART III**

this project. Although specific environmental analysis for this project has not been performed, based upon these prior findings, at this point the City believes there should be no hazardous waste issues. A complete environmental assessment will be conducted as part of the CEQA/NEPA process.

*Community Support for the project*

Local community, business and elected officials have historically expressed enthusiasm and support for bike projects within the community. As an example, the Chandler Bikeway, currently under construction, has received wide support from a large cross section of community interests. A notable exception to this has been the City's recent involvement in a Class III bikeway to be constructed on local residential streets to connect Chandler Boulevard to the Los Angeles River. At those meetings, members of the community expressed concern that bicycles would be encouraged to travel in quiet, residential neighborhoods. However, during this extensive public comment process, many residents expressed support for Class I, separate bike paths that would bypass residential neighborhoods. Specifically, residents mentioned a desire for the City to pursue Class I paths connecting Downtown and the Downtown Metrolink Station via flood control facilities and railroad facilities. Thus, support for elements of this project have been expressed extensively by the community, even though this support was given in the context of opposition to an on-street, residential facility. Because this facility is located in commercial and industrial areas of the City and would be located apart from residential areas, the City feels this project would receive wide community support.

*Time required to complete permits and/or studies***PART A4: Additional Documentation**

- a) The City of Burbank covers the sole jurisdiction for this project and will therefore be the lead agency. Other relevant agencies include MTA and Metrolink.
- b) See attached Letter
- c) This project is enhancing safety by providing a safe, off-street bicycle alternative to busy arterial streets, and provides a more direct, off-street connection to the Downtown Burbank Station. In particular, this project provides a safer connection along the Victory Place corridor that is currently marked by fast traffic and a narrow grade separation along Victory Place. This project will provide a safer corridor for bicycle travel in the Golden State area.

**PART B1: Regional Significance and Intermodal Integration**

- a) *List significant destination points or activity centers and the distance from the proposed project (see Exhibit D for map of nearby activity centers)*

<u>Destination</u>	<u>Distance from Project (miles)</u>
Downtown Burbank Metrolink Station	0
Empire Center Shopping Center	0
Media Studios North (Yahoo Offices)	0.80
Media City Center Mall	0.75
Burbank Airport	0.75
Burbank Entertainment Village (movie theaters, retail)	0.5
Burbank City Hall / Civic Center	0.5
Burbank Municipal Court	0.5
Woodbury University	0.5
Washington Elementary School	0.25
Burbank High School	0.6
McCambridge Park	0.6

- b) *Integration to bicycle network*

This project would implement a major portion of Gap #4 as identified in the MTA Bicycle Strategic Plan (Table 1, Page 102 of the plan). This project would implement this gap from the City of Los Angeles's planned San Fernando Bikeway to as far as the Burbank Metrolink Station.

This project would also implement a portion of Gap #3 as identified in the Bicycle Strategic Plan, which calls for a connection of the Chandler Bikeway to the Downtown Metrolink Station. This project would implement the connection required between the active freight spurs in Burbank south to the Station, and would require only a small, 0.25 mile rail-with-trail connector project to complete this gap

This project would directly connect to the Downtown Burbank Metrolink Station, a bicycle hub identified on the Bicycle Strategic Plan

This project is identified as Top Priority Project #3 on the City of Burbank Bicycle Master Plan.

The following is a list of existing or funded facilities that this project would connect:

1. San Fernando Class I Bikeway, City of Los Angeles (portions finished, portions funded)
2. Hollywood Way Class II Bikeway, City of Burbank (funded Caltrans BTA FY05/06)
3. Victory Boulevard Class II Bikeway, City of Burbank (funded Caltrans BTA FY 06/07)
4. Burbank Metrolink BikeStation, City of Burbank (funded Caltrans BTA FY05/05 – redirected funds from defunct Beachwood Bikeway)

*c) Part of an Adopted Bicycle Master Plan*

This project is part of the City of Burbank Bicycle Master Plan adopted in 2003.

*d) Is this project part of a larger call application?*

No, this project is not part of any other 2007 Call for Projects Application

**PART B2: Project need and Benefit to the Transportation System***a) How will this project increase bicycle ridership? Explain benefit?*

This project has the potential to increase bicycle ridership both within the corridor served by the project as well as regionally. This project is a significant contributor to more bicycle ridership for commute and utilitarian purposes because it closes a critical gap in County's regional Class I bikeway spine. This project would extend a regional project in the City of Los Angeles that is expected to extend from Sylmar to Burbank when complete. This project would connect the facility to a major Metrolink station, served by numerous Metrolink trains, MTA bus services, and BurbankBus local service. By connecting to this transit facility, this project would extend the reach of transit and increase both transit ridership and bicycle ridership. This project would also take advantage of existing and planned bicycle commuter locker facilities at the station. This project also connects to other bicycle projects in the City of Burbank including the Hollywood Way and Victory Boulevard Class II bikeway. By connecting to these additional facilities, this project would further the network of Burbank's bicycle network and increase the likelihood of local commute trips being made by bicycle. The City of Burbank has over 12,000 residents who both live and work within the City. This group of residents represents an attractive group of potential bicycle riders because their existing commute trip length is well within the realm of reasonable bicycle travel. The San Fernando Bikeway would provide a safe alternative for residents within the City to commute between residential areas near Magnolia Park and Downtown Burbank to the industrial and media uses in the northern part of the City. Finally, this facility further improves connections through the industrial areas near the Downtown Burbank Station. These connections to the Station and future connections from the station to Downtown Burbank are critical to improving bicycle mobility within the City of Burbank.

*b) Estimate number of single occupant vehicle automobile trips that this project will eliminate.*

In estimating the number of bicycle trips utilizing this project, the City of Burbank applied the methodology used by the City of Los Angeles in estimating ridership for the northern portion of that municipality's San Fernando Bikeway project. The City of Los Angeles based their methodology on two studies of bicycle ridership to forecast the number of cyclists using the San Fernando Bikeway.

The National Bicycling and Walking Study (FHWA, 1995) concludes that approximately 1% of all origin/destination trips are bicycle trips. Thus, by applying a 1% factor to the current

Average Daily Traffic (ADT) volume in the bikeway corridor, an estimate of the total number of riders utilizing the facility can be formulated. Three screenlines were chosen to measure traffic volume on streets within one mile, and parallel to, to the bikeway project. The first screenline was located nearest the Downtown Burbank Station, the second screenline was located at the approximate midpoint of the project, and the third screenline was located at the northern-most portion of the project near the Los Angeles City Limit. For each of these screenlines, the average ADT on parallel streets was 21600, 18600, and 13500 vehicles, respectively. Assuming that 1% of these trips can be attributed to bicycles, then currently 216, 186, and 135 bicycle trips are being completed within the corridor, from south to north.

The Long Range Transportation Plan Off-Model Analysis Methodology technical working paper for bikeways prepared by Alta Transportation Consulting for the MTA concluded that the average increase in ridership based on full completion of a bikeway system is 279%, based on studies of Portland, San Francisco and Seattle. Assuming that the ridership increase due to the completion of this bikeway corridor is in direct proportion to the expected increase due to full build-out of the San Fernando Valley's regional bicycle network, then the estimated number of bicycle trips along each of the screenlines should be increased to 603, 519, and 377 respectively. Thus, expected ridership when complete should be approximately 600 cyclists using at least a portion of the bikeway corridor. Assuming new bicycle commuters are switching from the private automobile, this increase from 216 to 603 trips would yield an approximate reduction of 400 automobile trips from streets parallel to the project.

It should be noted that the San Fernando Valley is generally more densely populated and has higher congestion levels than the three study cities cited in the 279% increase; consequently, the estimated number of cyclists using the project may be higher than the 279% increase suggests. Also, for obvious reasons, the Golden State Freeway (Interstate 5) was not included as a screenline in the ADT estimation for the bikeway corridor, even though it runs parallel to the project. However, increased congestion on the freeway may increase ridership on the bikeway that is not reflected in the above estimates.

*c) How will this project improve access to transit by bicycle. List transit (rail or bus) facilities/lines that the project will connect.*

Note: Service Hours and frequency based on service to Burbank stops. If service intervals are irregular, frequency was taken at peak hour.

Operator	Line	Frequency	Service Hours	Ridership
Metrolink	Antelope Valley	0:40	5:30a - 9:15p	
Metrolink	Ventura	0:40	6:00a – 7:30p	
MTA	94/394	0:12	5:00a - 1:00a	
MTA	96	0:30	5:00a - 8:20p	
MTA	155	1:00	7:00a - 7:30p	
MTA	154	1:00	4:00a - 7:00p	
MTA	163	0:15	4:20a - 2:00a	

**Call for Projects Application****Part III Bikeway Improvements****Project Title:** Burbank: San Fernando Bikeway**EXHIBIT A – DETAILED ANSWERS TO PART III**

MTA	164	0:10	5:00a - 11:30p
MTA	165	0:20	5:00a - 8:30p
City of Burbank	Downtown Loop	0:20	5:30a - 9:30a 2:30p – 7:00p
City of Burbank	Empire->Downtown	0:20	5:30a - 9:30a 2:30p – 7:00p
City of Burbank	Metrolink->Media District	0:20	5:30a - 9:30a 2:30p – 7:00p
City of Glendale	Glendale Beeline 12	0:20	6:30a - 6:45p

This project connects to numerous transit facilities in the Downtown Burbank Station and as such has a tremendous opportunity to increase transit ridership by increasing the reach of a transit trip to a final destination. By solving some of the access issues between the Burbank Station and the northern and western portions of the City, more potential transit users may use the San Fernando Bikeway as a way to extend the transit trip. Also, existing and funded bicycle commuter facilities exist at the Burbank Station to further improve the amenities available to cyclists. This project's connection to a Bicycle Transit Hub makes it particularly well served to increase transit trips and is a major strategy outlined in the Bicycle Strategic Plan to improve the bicycle-transit connection.

**PART B5: Land Use and Environmental Compatibility**

*a) Describe how your jurisdiction's local policies support and maximize the effectiveness of this project.*

The City of Burbank's Bicycle Master Plan identifies the City's goal to "Make bicycle travel an integral part of daily life in Burbank, particularly for trips of less than five miles, by implementing and maintaining a bikeway network, providing end-of-trip facilities, improving bicycle/transit integration, encouraging bicycle use, and making bicycling safer. This will make Burbank a community that facilitates travel via alternative transportation and will aim for a 5 percent mode share of all utilitarian trips made by bicycling by the year 2025."

This goal is supported by a number of Objectives and Policy Actions that work to support the goal of improving bicycling in the City as a viable transportation option. These Objectives and policies are attached to this application as Exhibit G. In particular, this project is identified as a Top Priority Project and is seen as a critical component in the City's overall bicycle network. In addition, this project serves numerous employment and activity centers and connects with other bicycle facilities to foster an overall increase in local bicycle travel.

In addition, this project is compatible with the local land use policies of the City of Burbank with relation to bicycling and other alternative transportation modes. The Burbank Center Plan is a Specific Plan for the Downtown area and addresses land use and transportation planning in the area served by the southern portion of the proposed project. The Plan identifies the importance of bicycle facilities throughout its Land Use Plan, including a specific policy to "support new mixed use land uses which incorporate interaction with an integrated multimodal Citywide

**EXHIBIT A – DETAILED ANSWERS TO PART III**

transportation system including light rail, commuter rail, bus, local and circular shuttle services, bicycle and pedestrian facilities.” In addition the Transportation section of the Plan’s Public Improvements and Services chapter identifies the “improvement and expansion of pedestrian and bicycle facilities” as “necessary to accommodate the present and future needs within the Burbank Center Plan area.” This expansion includes the need for “a primary bike system that connects Intermodal Transit Centers and other activity hubs.” The proposed project would help achieve these goals by serving both the intermodal Downtown Burbank Train Station and the many activity centers in the Burbank Center Plan area. The ability for this project to allow convenient bicycle trips from other areas of the city into the downtown helps to achieve the goal of lessening the use of single occupancy vehicles for trips made to and from the downtown area.

The City’s Transportation Demand Ordinance requires bicycle facilities be provided for all commercial development projects greater than 50,000 square feet to encourage bicycle commuting and usage for utilitarian trips. Also, the City’s recently updated residential zoning standards requires bicycle parking be included in all new multifamily residential projects.

As a part of the City’s ongoing General Plan Update, the City is in the process of creating an update Mobility Element and incorporating the current Bicycle Master Plan into the General Plan. The Land Use and Mobility Element, released for public review in April 2006, recommends a number of Goals and Policies that support projects such as the San Fernando Bikeway. Draft Goal 5 of the Mobility Element calls for “an urban environment that fosters pedestrian and bicycle travel as a method to reduce vehicle trips and increase community cohesiveness, while the Land Use Element calls for numerous community liveability and land use policies to foster walkable and bikeable communities. Copies of these draft Land Use and Mobility Element goals and policies is attached as Exhibit H.

Finally, this project application was specifically approved for submission to MTA by the Burbank City Council through Resolution No. 27,397 unanimously adopted on January 9, 2007 (see Exhibit I).

*b) How does this project support existing or proposed Transit Oriented Development (TOD)?*

While this project does not serve a specific TOD project, the City of Burbank has purchased a large parcel of land adjacent to the Downtown Burbank Station for the express purpose of constructing a combined transit facility and private TOD development. This site is recognized as an opportunity site in the Burbank Center plan as a location for TOD development. The proposed project would directly serve this planned TOD site and would provide bicycle access directly from this facility to the neighborhoods to the north.

*c) How is the project designed to be compatible and enhance the surrounding community? Does it have support of community, business, and elected officials? Has the project been discussed with adjacent jurisdictions?*

This project will enhance the surrounding community by providing a high quality bike path through neighborhoods underserved by bicycle-friendly streets and arterials. It will provide

direct connections from the Downtown Burbank Station to north Burbank and encourage this alternative transportation mode. This project's location abutting existing transportation corridors (railroad, freeway, street) and industrial areas also means that impacts from the bikeway itself are confined to transportation-related or industrial land uses, rather than residential or business land uses. Thus, while this project provides service to major employment and activity centers, its location within existing transportation corridors limits its impact to those land uses.

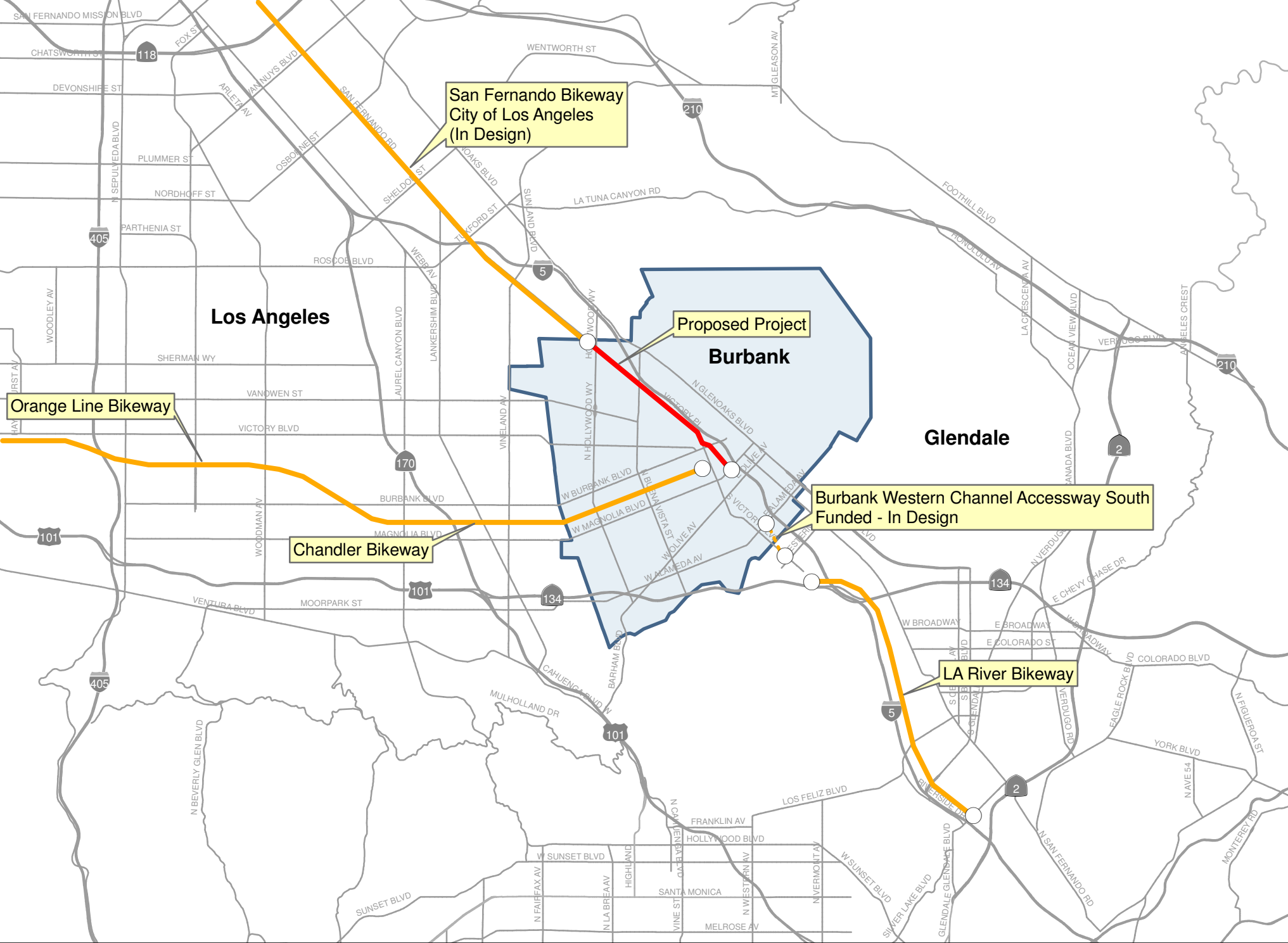
Local community, business and elected officials have historically expressed enthusiasm and support for bike projects within the community. As an example, the Chandler Bikeway, currently under construction, has received wide support from a large cross section of community interests. A notable exception to this has been the City's recent involvement in a Class III bikeway to be constructed on local residential streets to connect Chandler Boulevard to the Los Angeles River. At those meetings, members of the community expressed concern that bicycles would be encouraged to travel in quiet, residential neighborhoods. However, during this extensive public comment process, many residents expressed support for Class I, separate bike paths that would bypass residential neighborhoods. Specifically, residents mentioned a desire for the City to pursue Class I paths connecting Downtown and the Downtown Metrolink Station via flood control facilities and railroad facilities. Thus, support for elements of this project have been expressed extensively by the community, even though this support was given in the context of opposition to an on-street, residential facility. Because this facility is located in commercial and industrial areas of the City and would be located apart from residential areas, the City feels this project would receive wide community support.

In addition, this project provides a high-quality bicycle facility to industrial and lower-income neighborhoods in the northern areas of Burbank and the Sun Valley areas of Los Angeles. Particularly through connections to Los Angeles, this project would directly serve a lower income, transit and bicycle-dependent population and allow easy bicycle connection to the Downtown Burbank employment center, the Media District Employment Center (via bicycle lanes on Hollywood Way) and the Burbank Metrolink Station. Thus, this project has the potential to meet the transportation needs of an underserved community. Communications with the City of Los Angeles indicate that the project in their jurisdiction (to which this project will connect) have received highly favorable support from local neighborhood groups.

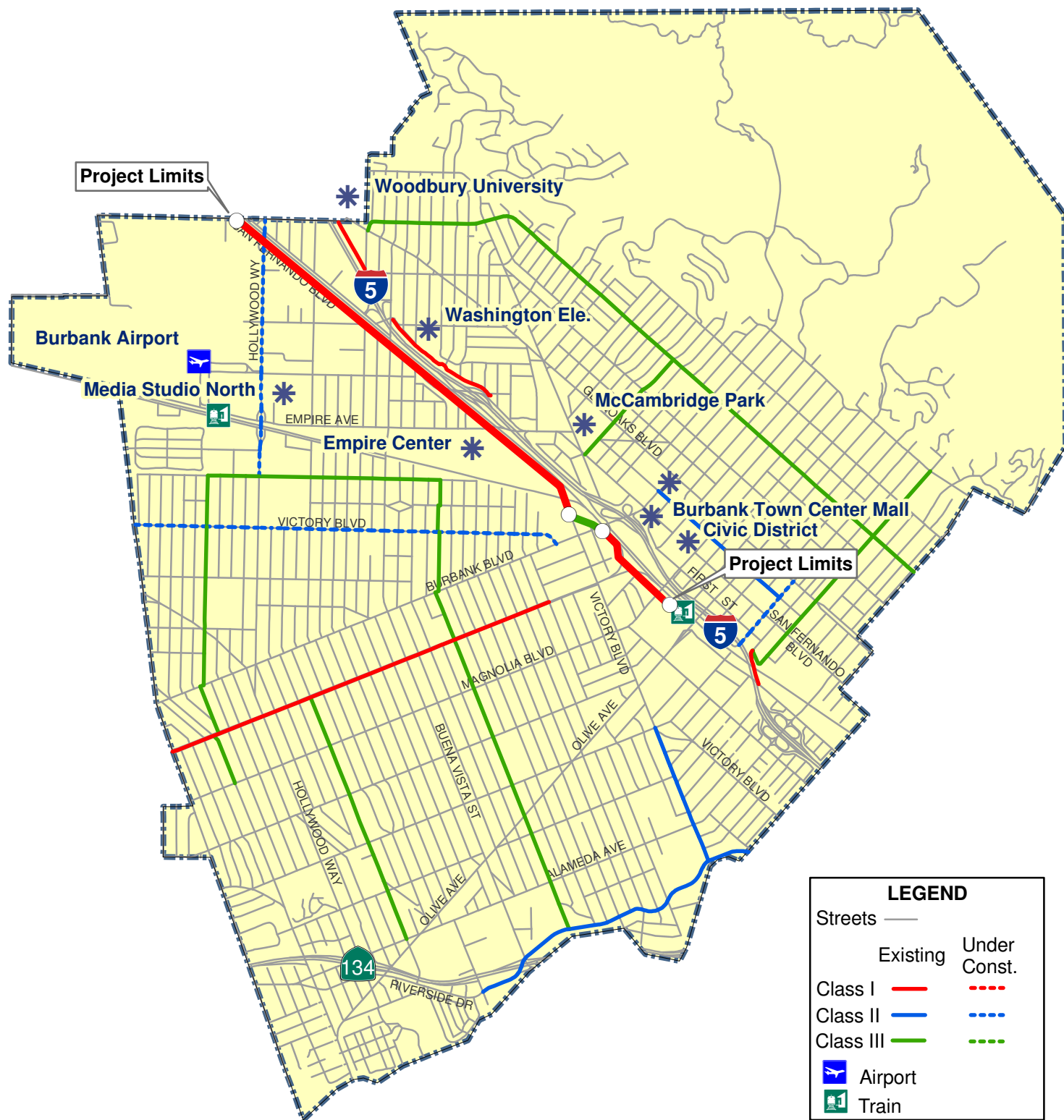
This project has been discussed with the City of Los Angeles (Michelle Mowery, Sr. Project Coordinator – Bicycle Program), as it forms the extension of the San Fernando Bikeway in their jurisdiction. City staff consulted with staff from Los Angeles to ensure coordination between the two agencies continues throughout the completion of both projects. In particular, the City of Burbank's segment was relocated to the west side of the railroad tracks to accommodate a trivial connection to the City of Los Angeles's segment. Also, prior design work done by Los Angeles was leveraged in the initial feasibility study for this project.

**Exhibit B - San Fernando Bikeway Regional Context**

Thomas Brothers Map Page 533







Thomas Bros. Map Page 533

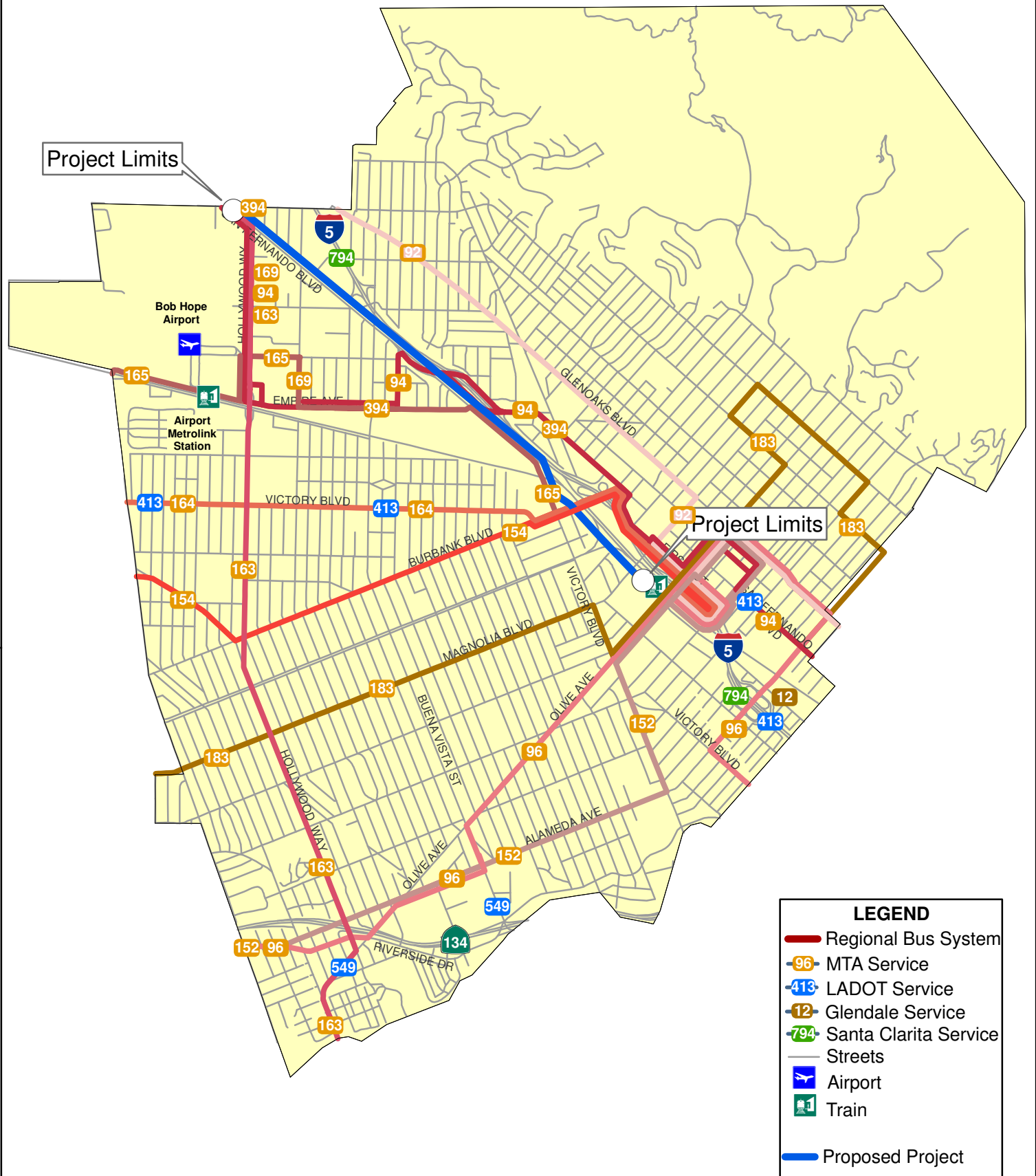


**CITY OF BURBANK**

2007 METRO CALL FOR PROJECTS



**SAN FERNANDO BIKEWAY**  
EXHIBIT C - PROJECT LOCATION,  
OTHER BIKE ROUTES, DESTINATIONS



**CITY OF BURBANK**

**2007 METRO CALL FOR PROJECTS**



**SAN FERNANDO BIKEWAY**

**EXHIBIT D - BIKEWAY AND  
NEARBY TRANSIT LINES**

## Call for Projects Application

Project Title: San Fernando Bikeway

### EXHIBIT F – PROJECT PHOTOS

## Part III Bikeway Improvements



San Fernando Blvd at the Hollywood Way Underpass. Roadway striping and median would be modified to allow 8-foot path located on extreme edge of existing bridge



San Fernando Blvd looking south. Existing parking lots will be removed as part of a temporary shoe-fly track needed to construct Buena Vista Grade separation. Bike path would be located here after grade separation construction is finished.



## Call for Projects Application

Project Title: San Fernando Bikeway

### EXHIBIT F – PROJECT PHOTOS

## Part III Bikeway Improvements



San Fernando Blvd at Buena Vista St. Existing at-grade crossing will be elevated as part of I-5 HOV project. Bike path would extend along remaining rail right of way and intersection Buena Vista. Path would utilize an existing pedestrian crosswalk to cross Buena Vista.



Victory Place just south of the San Fernando underpass looking north. San Fernando underpass will be closed and filled in as part of I-5 HOV project. Bike path to extend along Victory Place at-grade atop filled-in abandoned underpass.

## Call for Projects Application

Project Title: San Fernando Bikeway

### EXHIBIT F – PROJECT PHOTOS

## Part III Bikeway Improvements



Victory Place at San Fernando underpass looking north. Underpass will be removed and filled in to grade level.



Victory Place at the future Empire Avenue underpass. Bike path would span over new Empire Avenue underpass via a planned utility bridge being constructed by Caltrans to allow utilities to span the new grade separation.



## Call for Projects Application

## Part III Bikeway Improvements

Project Title: San Fernando Bikeway

### EXHIBIT F – PROJECT PHOTOS



Victory Place at Burbank Animal Shelter. Retaining wall in foreground to be relocated away from street to allow a 12-foot shared bike/ped path at this location. Bike path would turn east (right) near driveway to cross driveway apron and proceed north to MTA ROW (pictured behind wall in background).



Victory Place railroad underpass. Retaining wall to be relocated away from street (in existing City ROW) to accommodate widened path and clearance from utility poles. Constrained 8-foot path section immediately under underpass pictured in background.

## Call for Projects Application

## Part III Bikeway Improvements

Project Title: San Fernando Bikeway

### EXHIBIT F – PROJECT PHOTOS



Victory Place at Lake Street. Southern terminus of bikeway. Landscaping in City ROW at left to be removed. Utility pole may need relocating (or path may split either side of pole). Cyclists would dismount at signal ahead (across driveway) and proceed east (left) on Lake Street Class III. This is most constrained point in route.



Class III segment on Lake Street between Victory Place and Burbank Blvd.



## Call for Projects Application

Project Title: San Fernando Bikeway

### EXHIBIT F – PROJECT PHOTOS

## Part III Bikeway Improvements



Burbank Boulevard overpass frontage roads at small drainage channel where Class I path will resume. Driveway, landscaping, and dirt area is City right of way.



Burbank Western Channel at Burbank Junction northern UP rail spur. Path would proceed along channel and dip under railroad in a grade separated structure.



## Call for Projects Application

## Part III Bikeway Improvements

Project Title: San Fernando Bikeway

### EXHIBIT F – PROJECT PHOTOS



Burbank Western Channel at Burbank Junction looking south. Path would be located below rail grade in dirt area shown here. Second rail spur underpass would be located ahead. Location of needed private easement unless flood control easement exists.



Burbank Western Channel at Magnolia Overpass frontage roads. Photo taken from under bridge. Second at-grade street crossing would be controlled through striping or 4-way stop control

## Call for Projects Application

## Part III Bikeway Improvements

Project Title: San Fernando Bikeway

### EXHIBIT F – PROJECT PHOTOS



Magnolia Blvd overpass looking south to city-owned industrial building. This site is proposed for future TOD development. Burbank Downtown Station located behind building. Path would be routed behind building in City right-of-way to Burbank Station.

**ATTACHMENT B & C**

**Notice to Proposers DBE Information**

**And**

**Standard Agreement for Subcontractor / DBE Participation**



**Exhibit 10-I Notice to Proposers DBE Information**

**January 4, 2010**

**NOTICE TO PROPOSERS  
DISADVANTAGED BUSINESS ENTERPRISE  
INFORMATION**

The Agency has established an Underutilized DBE goal for this Agreement of **4.6%**.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.



### **3. SUBMISSION OF UDBE AND DBE INFORMATION**

If there is a UDBE goal on the contract, a “Local Agency Proposer UDBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

### **4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## **5. RESOURCES**

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
  - Click on the link in the left menu titled *Disadvantaged Business Enterprise*
  - Click on *Search for a DBE Firm* link
  - Click on *Access to the DBE Query Form* located on the first line in the center of the page
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access
- D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

## **6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are

bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBEs WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

## **Exhibit 10-J Standard Agreement for Subcontractor/DBE Participation**

### **1. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

### **2. Disadvantaged Business Enterprise (DBE) Participation**

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.



### **3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers**

A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with

respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work

subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

### **4. Prompt Payment of Funds Withheld to Subcontractors**

A. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

## **5. DBE Records**

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.
  - 1) Prior to the fifteenth of each month, the Consultant shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.
  - 2) The Consultant shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to the Consultant by the Agency's Contract Manager.

## **6. DBE Certification and Decertification Status**

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days

**Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:**

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the

premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.

Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**ATTACHMENT D**

**Draft City of Burbank Professional Services Agreement**

## PROFESSIONAL SERVICES AGREEMENT

**DATE:** \_\_\_\_\_

**PARTIES:** "CLIENT"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Greg Herrmann  
Title: Interim Community Development Director  
Telephone: (818) 238-5176

Mailing Address: 275 E. Olive Avenue  
P. O. Box 6459  
Burbank, CA 91510

THE "CONSULTANT"

\_\_\_\_\_  
Representative: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

**TERM:** Commencement date: \_\_\_\_\_  
Completion date: \_\_\_\_\_

**COST OF SERVICE:** \$ \_\_\_\_\_

THIS AGREEMENT MUST BE FIRST EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THE AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BURBANK.

REQUESTS FOR A WAIVER OF TERMS MUST BE IN WRITING AND PRESENTED TO THE CITY ATTORNEY'S OFFICE AT THE TIME THIS AGREEMENT IS DELIVERED TO THE CITY ATTORNEY'S OFFICE FOR REVIEW AND APPROVAL AS TO FORM.

**1.0            Services.** Consultant, as an independent contractor, agrees to perform during the term of this Agreement, each and every service set forth on the "Scope of Services" attached to this Agreement as Exhibit "A." The initiation of service by the Consultant will commence upon receipt of a written notice from the Designated Official authorizing Consultant to proceed, and only to the extent of such authorization. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the Designated Official.

**2.0            Compensation.** The Client shall pay for the services of Consultant on a fixed-price basis as indicated on the "Schedule of Compensation" which is set forth in Exhibit "B." No payment for expenses or labor shall be paid by Client unless it is related to a service, which is referred to in the Scope of Services. The cost of service designated on the first page of this Agreement may be increased by 10% of the original Cost of Services or \$10,000, whichever is less with the prior written approval of the Designated Official. Any additional increase in the cost of service designated on the first page of this Agreement must have the prior written approval and authorization of the City Manager.

**3.0            Payment.** Client shall pay for services of Consultant the total fixed price according to the progress payment schedule established in the Schedule of Compensation. Client's payment to Consultant shall be made within thirty (30) days of the date of Consultant's invoice, which shall provide details of the work performed by the Consultant.

**4.0            Standard of Skill.** Consultant, and Consultant's staff, if any, is skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. Client relies upon the skill of the Consultant, and Consultant's staff, if any, to do and perform such work in a skillful manner, and Consultant agrees to thus perform Consultant's work. The acceptance of Consultant's work by the Client shall not operate as a release of the Consultant from such standard of care and workmanship.

**5.0            Independent Contractor.** Consultant is retained and employed by Client only to the extent set forth in this Agreement, and the Consultant's relationship to the Client is that of an independent contractor. Consultant shall be free to dispose of all portions of Consultant's time and activities which Consultant is not obligated to devote to the Client in such a manner and to such persons, firms, or corporations as the Consultant sees fit except as expressly provided in this Agreement. Consultant shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for Client's officers or employees.

**6.0            Indemnification.** Consultant shall take all reasonable precautions to prevent the occurrence of any injury, including death, to any person or any damage to any property arising out of the acts or omissions of the Consultant, its agents, employees, or subcontractors.

Consultant shall, to the fullest extent permitted by law, indemnify Client as required pursuant to California Civil Code § 2782.8.

The Consultant's obligations under this Section of the Agreement shall survive the termination of the Agreement and the completion of the performance of the work required by the Agreement.

**7.0            Termination of Agreement.** Either party may terminate this Agreement at any time during the term of the Agreement by giving the other party thirty (30) days notice in writing. This Agreement may be extended beyond the term only by the written agreement of both parties prior to the expiration of the term of the Agreement.

**8.0            Safety Requirement.** All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The Client reserves the right to issue restraint or cease and desist orders to the Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Consultant shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Consultant, which is not the result of his operations, shall immediately be reported to the Client.

**9.0            Insurance.** Consultant shall maintain the following insurance coverage throughout the term of this Agreement, and upon request Consultant shall show Client evidence of such coverage:

**9.1            Automobile Insurance.** If Consultant uses, or intends to use, a personal automobile in the performance of this Agreement, automobile liability insurance with limits of not less than \$100,000.00 per person and \$300,000.00 per accident for bodily injury and not less than \$25,000.00 per accident for property damage.

Waiver Approved: \_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Management Services Director or designee

**9.2            Workers' Compensation Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance on any employees of Consultant performing services under this Agreement. **This insurance cannot be waived, but does not apply if Consultant is a sole proprietor and provides a written statement to that effect.**

**9.3            General Liability and Property Damage Insurance.** Unless expressly waived and such waiver is evidenced by the signature of the requisite officers of the client designated in this paragraph, Consultant shall maintain general liability insurance and property damage insurance in the amount of \$1,000,000.00 combined single limit. When this coverage is required, the Client shall be named as an additional insured on a separate endorsement to the insurance policy in a form approved by the City Attorney's Office. The endorsement shall require the insurance company to provide Client a minimum of ten (10) days notice of the cancellation of the policy, per standard ISO Accord form wording.

Waiver Approved: \_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Management Services Director or designee

**9.4 Errors and Omissions Insurance.** Errors and Omissions Insurance which includes coverage for professional malpractice, in the amount of \$1,000,000.00. The policy shall provide for coverage of all claims occurring during the term of the policy notwithstanding the fact that the claim may be asserted subsequent to the expiration of the policy for a minimum period of three (3) years.

Waiver Approved: \_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
Management Services Director or designee

## **10.0 Miscellaneous Insurance Requirements.**

**10.1 Recovery from Consultant's Insurance.** Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, the Consultant shall look solely to its insurance for recovery, per the terms of the applicable policy.

**10.2 Failure to Secure.** If Consultant at any time during the term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the Client shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Consultant as compensation under the terms of this Agreement.

**10.3 Additional Insured.** The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as an additional insured and an additional insured named under this Agreement shall not be held liable for any premium or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute toward any loss or expense covered by the insurance provided by this policy. Proceeds from any policy or policies shall be payable to the Client primarily, and to the Consultant secondarily, if necessary.

**10.4 Evidence of Insurance.** If requested by Client, Consultant shall furnish Certificates of Insurance evidencing the required coverages or the original of the insurance policies for review by the Client or the Designated Official.

## **11.0 Work Product.**



**11.1 Compliance with State Mandates.** Consultant shall be familiar with and comply with all the applicable requirements of Chapter 10 of the Local Assistance Procedures Manual issued by the California Department of Transportation (Caltrans). Consultant shall comply with all the requirements of Exhibit C (Notice to Bidders/Proposers Disadvantaged Business Enterprise Information and Exhibit D (Standard Agreement for Subcontractor/DBE Participation attached to this Agreement.

**11.2 Deliverables.** Consultant shall deliver to the Client the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work, submit to the Client all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the Client may require, furnish reports concerning the status of services required under this Agreement. Consultant shall, upon request by Client and upon completion or termination of this Agreement, deliver to the Client all material furnished to Consultant by the Client. Consultant's first deliverable shall be submission of all documentation mandated by Chapter 10 of the Local Assistance Procedures Manual (LLAPM) issued by the California Department of Transportation (Caltrans) and required by Exhibit D attached to this Agreement.

**11.3 Ownership.** Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the Client.

**11.4 Confidentiality.** Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the Client or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the Designated Official during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

**11.5 Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Client or the Designated Official. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide access to the Designated Official or his designees at all proper times to such books and records, and gives the Designated Official or his designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

**12.0            Assignment.** This Agreement is personal to the Consultant. Any attempt at assignment by the Consultant shall be void unless approved in writing by the Designated Official. Consultant's services pursuant to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Client, by and through the Designated Official. Consultant may assign work to its affiliate or parent firms.

**13.0            Miscellaneous Terms.**

**13.1            Nuisance.** Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

**13.2            Permits and Licenses.** Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**13.3            Conflict of Interest.** Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of interest laws.

**13.4            Waiver.** A waiver by the Client of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

**13.5            Notices.** Any notice required by this Agreement to be given in writing to the persons, at the addresses specified on the first page of this Agreement. Either party may change the specified person or address at which it is to receive notices by so advising the other party in writing.

**13.6            Informal Dispute Resolution.** The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section.

(a) If either party disputes (hereafter, "Disputing Party") any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreement, that party shall bring the matter to the attention of the other party at the earliest possible time in order to resolve such dispute.

(b) If such dispute is not resolved by the employees responsible for the subject matter of the dispute within ten (10) business days, the Disputing Party shall deliver to the first level of representatives below a written statement (a "Dispute Notice") describing the dispute in detail, including any time commitment and any fees or other costs involved.

(c) Receipt by the first level of representatives of a Dispute Notice shall commence a time period within which the respective representatives must exercise their best

effort to resolve the dispute. If the respective representatives cannot resolve the dispute within the given time period, the dispute shall be escalated to the next higher level of representatives.

(d) Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with the informal dispute resolution procedures set forth in this Section, the parties agree to continue without delay all their respective responsibilities under this Agreement that are not affected by the dispute.

(e) In the event that the parties are unable to resolve a dispute by complying with the informal dispute resolution procedures set forth in this Section, either party may pursue its legal remedies. If any party commences an action without first attempting to resolve the matter through Informal Dispute Resolution, or refuses to participate in Informal Dispute Resolution after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

**13.7 Cost of Litigation.** If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the court may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

**13.8 Severability.** If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

**13.9 Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Los Angeles County.

**13.10 Integrated Contract.** This Agreement represents the entire Agreement between the Client and the Consultant. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any exhibit and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

In recognition of the obligations stated in this Agreement, the parties have executed this Agreement on the date indicated above.

"CONSULTANT"

"CLIENT"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

ATTEST:  
Office of the City Clerk

\_\_\_\_\_  
Margarita Campos, CMC, City Clerk

\_\_\_\_\_  
Signature

Greg Herrmann  
Name (please print)

Interim Community Development Director  
\_\_\_\_\_  
Title

Approved as to Form and Legal Content:  
Dennis A. Barlow, City Attorney

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

EXHIBIT A

**SCOPE OF SERVICES**

EXHIBIT B

**SCHEDULE OF COMPENSATION**

EXHIBIT C1

**NOTICE TO BIDDERS/PROPOSERS  
DISADVANTAGED BUSINESS ENTERPRISE INFORMATION**

**[Exhibit 10-I of Caltrans LAPM]**



**Exhibit 10-I Notice to Proposers DBE Information**

**January 4, 2010**

**NOTICE TO PROPOSERS  
DISADVANTAGED BUSINESS ENTERPRISE  
INFORMATION**

The Agency has established an Underutilized DBE goal for this Agreement of **4.6%**.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.





### **3. SUBMISSION OF UDBE AND DBE INFORMATION**

If there is a UDBE goal on the contract, a “Local Agency Proposer UDBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

### **4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## **5. RESOURCES**

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
  - Click on the link in the left menu titled *Disadvantaged Business Enterprise*
  - Click on *Search for a DBE Firm* link
  - Click on *Access to the DBE Query Form* located on the first line in the center of the page
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access
- D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

## **6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are

bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBEs WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

## EXHIBIT C2

### **STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION [Exhibit 10-J of Caltrans LAPM]**

#### **1. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

#### **2. Disadvantaged Business Enterprise Program Availability Advisory**

- A. This Agreement is subject to Title 49, Part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the Agency encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of Agreements financed in whole or in part with federal Funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. As required by federal law, the Caltrans has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, the Caltrans is tracking DBE participation on all federal-aid contracts.
- C. To assist Contractors in ascertaining DBE availability for specific items of work, the Agency advises that it has determined that DBEs could reasonably be expected to compete for subcontracting opportunities on this project and the likely DBE

Availability Advisory Percentage is 3%percent. The Agency also advises that participation of DBEs in the specified percentage is not a condition of award.

- D. Contractor has agreed to carry out applicable requirements of Title 49 CFR 26, in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated herein and by reference.
- E. The Contractor should notify the Contract Manager in writing, of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.
- F. DBE and other small businesses (SB), as defined in Title 49 CFR26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of Title 49 CFR 26 in the award and administration of US DOT-assisted agreements. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

### **3. Performance of DBE Contractors, and other DBE Subcontractors/Suppliers**

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

#### **4. Prompt Payment of Funds Withheld to Subcontractors**

- A. The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

#### **5. DBE Records**

- A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Contract Manager.
  - a. Prior to the fifteenth of each month, the Contractor shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and

submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

- b. The Contractor shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM2404 (F) form provided to the Contractor by the Agency's Contract Manager.

## **6. DBE Certification and De-certification Status**

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

### **When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:**

- B. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- C. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- D. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease

agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

- E. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**When Reporting DBE Participation, Participation of DBE trucking companies may count as follows:**

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insure, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.



EXHIBIT D

**CONSULTANT AGREEMENT REVIEWERS CHECKLIST**  
**[Exhibit 10-C of Caltrans LAPM]**

## Exhibit 0-C Consultant Agreement Reviewers Checklist

**CONSULTANT AGREEMENT REVIEWERS CHECKLIST**

Date: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Federal or State \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Location: \_\_\_\_\_

**Project File Location****Tab/Page No.****I. SELECTION PROCEDURES ITEMS NEEDED FOR REVIEW**

- |  |                              |                             |       |
|--|------------------------------|-----------------------------|-------|
| <b>A. DESCRIPTION OF NEED FOR CONSULTANT</b>                       | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| <b>B. RECORDS OF PUBLICATION OF RFP OR RFQ</b>                     | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| <b>C. SOLICITATION RECORDS</b>                                     | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| <b>D. INDEPENDENT COST ESTIMATES (FOR CONTRACT OVER \$100,000)</b> | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| <b>E. EVALUATION CRITERIA</b>                                      | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| <b>F. DOCUMENTATION OF SELECTION</b>                               | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| <b>G. PLAN TO MONITOR WORK</b>                                     | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |

**II. CONSULTANT AGREEMENT****A. INTRODUCTION**

1. Date of execution of agreement \_\_\_\_\_
2. Names, address identifying data of agreeing parties
 

<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____
------------------------------	-----------------------------	-------
3. Location and description of project
 

<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____
------------------------------	-----------------------------	-------
4. Name of Local Agency Contract Administrator
 

<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____
------------------------------	-----------------------------	-------
5. Name of Consultant Project Manager
 

<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____
------------------------------	-----------------------------	-------

**B. AGREEMENT**

1. Type of work to be done
  - a) Detailed Scope of Work
 

<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____
------------------------------	-----------------------------	-------
  - b) Consultant services
 

<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____
------------------------------	-----------------------------	-------
  - c) Right of Way
 

<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____
------------------------------	-----------------------------	-------

- |  |                              |                             |       |
|--|------------------------------|-----------------------------|-------|
| d) Subsurface investigations   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| e) Obligations of local agency to consultant   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| f) Conferences, visits to site, inspection of work   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| g) Checking of shop drawings   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| h) Consultant services during construction   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| i) Deliverables and number of copies   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| j) Milestones and description of work for each   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| 2. Date of beginning of contract   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| 3. Payment methods   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| 4. Record retention (three years) and right to audit   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| 5. Contract Cost Principles and Procedures and Administrative Requirements (CFR 48, <i>Federal Acquisition Regulation System</i> , Chapter 1, Part 31 and CFR 49, Part 18) | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| a) Covenants Against Contingent Fees<br>Exhibit 10-D, (B6 [a])   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| b) Design Standards - Exhibit 10-D, (B6 [b])   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| c) Documentation - Exhibit 10-D, (B6 [c])  | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| d) Ownership of Documents - Exhibit 10-D, (B6 [d])   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| e) Patent Rights - Exhibit 10-D, (B6 [e])  | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| f) Copyrights - Exhibit 10-D, (B6 [f])   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| g) Changes in work - Exhibit 10-D, (B6 [g])  | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| h) Delays and Extensions - Exhibit 10-D, (B6 [h])  | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| i) Termination or Abandonment - Exhibit 10-D, (B6 [I])   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| j) Remedies - Exhibit 10-D, (B6 [j])   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| k) Disputes - Exhibit 10-D, (B6 [k])   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| l) Responsibility for Claims and Liability -<br>Exhibit 10-D, (B6 [l])   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| m) General Compliance With Laws & Wage Rates -<br>Exhibit 10-D, (B6 [m])   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| n) Subcontracting, Assignment and Transfer -<br>Exhibit 10-D, [B6 (n)]   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| o) Consultant's Endorsement on Plans, etc. -<br>Exhibit 10-D, (B6 [o])   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |
| p) DBE Considerations, Exhibit 10-D, (B6 [p])  | <input type="checkbox"/> YES | <input type="checkbox"/> NO | _____ |

q) Local Agency Proposer UDBE Commitment		
• Local Agency Proposer UDBE Commitment - (Consultant Contracts) - Exhibit 10-O1	<input type="checkbox"/> YES	<input type="checkbox"/> NO _____
• Local Agency Proposer UDBE Information - (Consultant Contracts)Exhibit 10-O1	<input type="checkbox"/> YES	<input type="checkbox"/> NO _____
• Good Faith Effort - Exhibit 15- H	<input type="checkbox"/> YES	<input type="checkbox"/> NO _____
r) Nonlobbying Certification for Federal-aid Contracts Exhibit 10-P	<input type="checkbox"/> YES	<input type="checkbox"/> NO _____
s) Debarment and Suspension Certification - Exhibit 12-E, Attachment E	<input type="checkbox"/> YES	<input type="checkbox"/> NO _____
t) Notice to Proposers Disadvantaged Business Enterprise Information - Exhibit 10-I	<input type="checkbox"/> YES	<input type="checkbox"/> NO _____
6. Insurance requirements	<input type="checkbox"/> YES	<input type="checkbox"/> NO _____
7. Ending date of contract: _____		
<b>C. CONCLUSIONS (ACCEPTED LEGAL EXPRESSIONS, ETC.)</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO _____
<b>D. SIGNATURES</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO _____
<b>E. CERTIFICATIONS OF CONSULTANT AND AGENCY -</b> Exhibit 10-F&G	<input type="checkbox"/> YES	<input type="checkbox"/> NO _____
<b>F. COST PROPOSAL - Exhibit 10-H</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO _____

\_\_\_\_\_  
**Contract Administrator**\_\_\_\_\_  
**Date**

\* Use form prepared for construction contracts.

**Distribution:** All Projects: 1) Copy-- Caltrans DLAE  
 2) Original copy for the Local Agency Project file

EXHIBIT E

**CERTIFICATION OF CONSULTANT**  
**[Exhibit 10-F of Caltrans LAPM]**

## EXHIBIT 10F - CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the \_\_\_\_\_, and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

EXHIBIT F

**CERTIFICATION OF LOCAL AGENCY**  
**[Exhibit 10-G of Caltrans LAPM]**

## EXHIBIT 10G - CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the \_\_\_\_\_ Principal Planner \_\_\_\_\_ of the \_\_\_\_\_ City of Burbank \_\_\_\_\_, and that the consulting firm of \_\_\_\_\_, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)



EXHIBIT G

**LOCAL AGENCY PROPOSER DBE INFORMATION**  
**[Exhibit 10-O2 of Caltrans LAPM]**

## EXHIBIT 10-O1 Local Agency Proposer UDBE Commitment (Consultant Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

LOCAL AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

PROPOSAL DATE: \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

CONTRACT UDBE GOAL (%): \_\_\_\_\_

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE

**For Local Agency to Complete:**

Local Agency Proposal Number: \_\_\_\_\_

Federal-Aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

Proposal Date: \_\_\_\_\_

Local Agency certifies that the UDBE certifications have been verified and all  
information is complete and accurate/unless noted otherwise.\_\_\_\_\_  
Print Name  
Local Agency Representative\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

(Area Code) Telephone Number: \_\_\_\_\_

Total Claimed UDBE  
Commitment

\_\_\_\_\_%

\_\_\_\_\_  
Signature of Proposer\_\_\_\_\_  
Date (Area Code) Tel. No.\_\_\_\_\_  
Person to Contact (Please Type or Print)Local Agency Proposer UDBE Commitment (Consultant Contracts)  
(Rev 6/27/09)**Distribution:** (1) Original - Local agency files

**INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT  
(CONSULTANT CONTRACTS)**

**ALL PROPOSERS:**

**PLEASE NOTE:** It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O1 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

**For the Successful Proposer only, local agencies** should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

EXHIBIT H

**NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**  
**[Exhibit 10-P of Caltrans LAPM]**

## **Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts**

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT I

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**[Exhibit 12-E Attachment E of Caltrans LAPM]**

**Caltrans Exhibit 12E – Attachment E**  
**DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.